

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

TABLE OF CONTENTS

SECTION I - SOLICITATION

Synopsis

SECTION II – SERVICES AND PRICES

Schedule of Services

SECTION III – DESCRIPTION/SPECIFICATIONS

Performance Work Statement

SECTION IV – CONTRACT ADMINISTRATION DATA

Invoice Submission Instructions

SECTION V – CONTRACT CLAUSES

SECTION VI – LIST OF DOCUMENTS/ATTACHMENTS

ATTACHMENT 1 – Schedule of Services

ATTACHMENT 2– Past Performance Questionnaire

SECTION VII – PROVISIONS AND INSTRUCTIONS

Solicitation Provisions

Addendum to FAR 52.212-1 Instructions to Offerors-Commercial Items

Basis of Evaluation/FAR 52.212-2 Evaluation of Commercial Items

Notice for Filing Agency Protests

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

SECTION I - SOLICITATION

Issue Date: March 29, 2019

The due date for responses is: 12:00 PM ET on April 30, 2019

Contracting Office: U.S. Coast Guard HQ, Washington D.C. (CG-9121)

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in [subpart 12.6](#), as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

The solicitation number is 70Z02319RPBM00100 and is issued as a request for proposal (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2019-01.

This solicitation is issued as Unrestricted and the associated North American Industrial Classification Systems (NAICS) code is 611430 with a small business size standard of \$11M.

A list of line item items, quantities, and units of measure (including option(s)), are provided at Section II herein.

The U.S. Coast Guard has a requirement for technical and administrative and training support services for the Tank Vessel Inspector Course (TVIC) (250540). Please refer to Section III-Description/Specifications for the full description of the requirements applicable to this solicitation.

The resultant contract will include a five year ordering period beginning from the date of award. The place of performance will be located at the successful contractor's facility, which shall be located no greater than 25 miles of a major port in the Continental United States.

Federal Acquisition Regulation (FAR) provision 52.212-1 Instructions to Offerors-Commercial, applies to this acquisition and addenda to the provision are included herein.

FAR provision 52.212-2 Evaluation-Commercial Items applies and paragraph(a) of the provision is tailored to describe the evaluation factors for award.

Offerors shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items, with its offer.

FAR clause 52.212-4, Contract Terms and Conditions-Commercial Items, applies to this acquisition.

FAR clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, applies to this acquisition.

The points of contact for information regarding the solicitation are: Shawna.L.Mitchell@uscg.mil and Terri.L.Hilton@uscg.mil

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

SECTION II - SCHEDULE OF SERVICES

| CONTRACT LINE ITEM NUMBER (CLIN) | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|--|------------|-------------|-------------------|--------------------|
| 00001 | Tank Vessel Inspector Course (TVIC) (250540) IAW the attached PWS | 3 | EA | \$ | \$ |
| TOTAL YEAR ONE | | | | | \$ |

| CONTRACT LINE ITEM NUMBER (CLIN) | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|--|------------|-------------|-------------------|--------------------|
| 10001 | Tank Vessel Inspector Course (TVIC) (250540) IAW the attached PWS | 3 | EA | \$ | \$ |
| TOTAL YEAR TWO | | | | | \$ |

| CONTRACT LINE ITEM NUMBER (CLIN) | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|--|------------|-------------|-------------------|--------------------|
| 20001 | Tank Vessel Inspector Course (TVIC) (250540) IAW the attached PWS | 3 | EA | \$ | \$ |
| TOTAL YEAR THREE | | | | | \$ |

| CONTRACT LINE ITEM NUMBER (CLIN) | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|--|------------|-------------|-------------------|--------------------|
| 30001 | Tank Vessel Inspector Course (TVIC) (250540) IAW the attached PWS | 3 | EA | \$ | \$ |
| TOTAL YEAR FOUR | | | | | \$ |

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

| CONTRACT LINE ITEM NUMBER (CLIN) | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|--|-----|------|------------|-------------|
| 40001 | Tank Vessel Inspector Course (TVIC) (250540) IAW the attached PWS | 3 | EA | \$ | \$ |
| TOTAL YEAR FIVE | | | | | \$ |

| | |
|---|-----------|
| GRAND TOTAL (YEARS ONE THROUGH FIVE) | \$ |
|---|-----------|

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

SECTION III – PERFORMANCE WORK STATEMENT (PWS)

PERFORMANCE WORK STATEMENT (PWS)

TRAINING SUPPORT SERVICES FOR THE U.S. COAST GUARD

Tank Vessel Inspector Course (TVIC) (250540)

1.0. GENERAL.

1.1. **SCOPE.** The purpose of this Indefinite Delivery Indefinite Quantity (IDIQ) Contract is to acquire contractor training support services for the United States Coast Guard (USCG) Force Command (FC-511). The primary objective of this requirement is to provide technical and administrative training support services for the Tank Vessel Inspector Course (TVIC) (250540).

1.2. **BACKGROUND.** Dangerous chemicals in bulk, crude oil, and other dangerous liquids tankers are unique vessels with specialized containment, piping, and other systems designed and constructed to minimize risk to the ship, its crew, and to the environment due to the hazards associated with the products they carry. The transport of these dangerous liquids in bulk is regulated by both domestic and international safety standards. In the Past, the USCG has conducted up to 3 classes of each course per year, with no more than 25 students attending each convening.

2.0. **REQUIREMENTS.** The Contractor shall provide training and related support services needed to accomplish up to 3 (three) courses of the Tank Vessel Inspector Course which is designed to provide USCG personnel specialized training to enhance knowledge about inert gas systems, oil and chemical tank vessel design standards, ship operations, hazards and a general overview of the tasks performed by USCG Port State Control Officers during USCG Certificate of Compliance inspections on Chemical and Tank Vessels. However, this class is not intended to cover every element of the Foreign Chemical Tank Vessel or Foreign Tank Vessel Examiner PQS or teach an inspector/examiner how to conduct a COC exam in its entirety.

2.1. The Contractor shall structure the course to provide instruction in a one week (five business days, 40-hour training) class.

2.1.1. Each one week (five working day, 40-hour training) class may be attended by up to 25 students. The USCG will provide the course roster to the contractor within 30 days of scheduled course convening.

2.1.2. The Contractor shall provide break periods not to exceed five (5) minutes every training hour. The Contractor may combine two breaks to provide break periods not to exceed ten (10) minutes every two (2) hours.

2.1.3. The contractor shall provide for review and approval a Tank Vessel Inspection Training Course Curriculum and maintain annual curriculum updates. (Draft course curriculum shall be submitted with contract proposal.)

2.2. **TRAINING OBJECTIVES.** The course shall provide a comprehensive overview of foreign chemical tank vessels and foreign tank vessels (chemical/oil/product) and a general overview of the tasks performed by the Coast Guard Foreign Tank and Foreign Chemical Tank Vessel Examiners. Following the course, the students must be able to:

- a. Specify the reasons for inerting and explain the principles behind inert gas systems;
- b. Describe the standard components of an inert gas system; (i.e. flue gas, inert gas generator and nitrogen generator as specified in the FSS Code CH15, 2.1.2;
- c. Describe the operation of the Oil Discharge Monitoring and Control System required by MARPOL Annex I/31

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

and methods for calibration and testing;

- d. Explain international and domestic liquefied inert gas system design and construction requirements in accordance with the International Convention for Safety of Life at Sea (SOLAS), the International Code for Fire Safety Systems (FSS Code), and 46 CFR 32.53;
- e. Describe the purpose and standard components of crude oil wash systems;
- f. Explain the international and domestic crude oil wash system design and construction requirements in accordance with the International Conventions for the Prevention of Pollution from Ships (MARPOL) and 33 CFR 157;
- g. Define chemical tank vessel terminology in accordance with the International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk;
- h. Understand chemical properties and cargo compatibility;
- i. Identify the specific hazards as well as the safe and pollution free handling of dangerous chemicals, Noxious Liquid Substances (NLS) for oil tank vessels and chemical tank vessels;
- j. Explain operational, vessel construction and equipment requirements associated with the various dangerous chemicals and NLS listed in chapter 17 and 18 of the International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (IBC Code) and Table 1 and 2 from 46 CFR Part 153 carried in bulk on chemical tank vessels.

2.3. TRAINING REQUIREMENTS. The **Contractor** shall cover the following topics in support of the course objectives PWS 2.2, paragraph a-j: The below topics do not need to be covered sequentially, but the Contractor is responsible for ensuring all topics are adequately covered to meet the course objectives.

- a. Provide training to ensure students have a full understanding of the purpose, the required use aboard ships carrying flammable cargoes, different types of inert gas systems, components and arrangements including audible and visual alarms and shutdowns. (flue gas, inert gas generator and nitrogen generator as specified in SOLAS and the FSS Code.
- b. Provide training to ensure students have a full understanding of standard chemical vessel terminology as defined in the IBC code, MARPOL, SOLAS, 33 and 46 CFR. The training shall focus on, but not be limited to, the following terms:
 - 1. Oil tanker
 - 2. Product tanker
 - 3. Chemical tanker
 - 4. NLS tanker
 - 5. NLS
 - 6. Dangerous chemicals
 - 7. Cargo area
 - 8. Cargo pump room
 - 9. Explosive/flammability limits/range
 - 10. Type 1 ship
 - 11. Type 2 ship
 - 12. Type 3 ship

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

13. Independent tank
 14. Gravity tank
 15. Pressure tank
 16. Restricted temperature-measuring device
 17. Close temperature-measuring device
 18. Open tank venting system
 19. Controlled tank venting system
 20. Pressure/vacuum valves
 21. Control of void and cargo tank atmospheres to include inerting, padding, drying, and ventilation
 22. Hazardous locations
 23. Electrical bonding
 24. Cargo segregation
 25. Confined spaces on oil and chemical tank vessels
 26. Gauging to include open device, restricted device, and closed device
 27. Breadth (B)
 28. Cargo Inhibitor
 29. Cargo sample stowage space
 30. Pollution category to include X, Y, Z and OS
 31. Overflow control
 32. Tripartite agreement
 33. Prewash
 34. Cargo containment system
 35. Certificate of Protection
 36. SOLAS (applicability)
 37. IBC Code (applicability)
 38. BCH Code (applicability)
 39. MARPOL, Annex I and Annex II (applicability)
 40. 46 CFR 153 (applicability to foreign vessels)
 41. 46 CFR Subpart D (applicability to foreign vessels)
 42. FSS Code, Chapter 15 (applicability)
- c. Provide training so students can successfully apply 46 CFR, SOLAS, MARPOL, FSS Code and chapter 17 and 18 of the IBC code to determine and understand the minimum operational, vessel construction & equipment requirements associated with the various dangerous bulk liquids, and chemical and NLS cargoes that tank vessels are authorized to carry. The training shall consist of, but not limited to the following areas:
1. Oil discharge monitoring and control system
 2. Vapor control system
 3. High/low vapor pressure protection
 4. Tank liquid high level and overfill protection
 5. Fixed /portable vapor detection instruments
 6. Cargo sample stowage requirements
 7. Cargo segregation
 8. Cargo containment
 9. Cargo transfer systems
 10. Cargo temperature control
 11. Cargo tank venting and arrangements
 12. Environmental Controls
 13. Electrical Installations

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

14. Fire protection and fire extinction to include water spray system, fixed deck foam system and additional personal firefighting equipment
 15. Lifeboats for cargo specific requirements
 16. Mechanical ventilation in cargo area
 17. Instrumentation
 18. Personnel protection
 19. Emergency equipment
 20. Operational requirements
 21. Cargo pump room
 22. Difference between and when to use chapter 17 and 18 of the IBC code
 23. Special requirements for specific cargoes as listed in chapter 15 of the IBC code
- d. Provide training to familiarize students on the specific hazards as well as the safe and pollution free handling of dangerous chemicals and NLS.
1. Address the various temperature, flammability, and toxicity hazards associated with the cargoes.
 2. Explain the personnel hazards associated with cargo leaks.
 3. Address the list of cargoes not authorized for bulk liquid carriage in U.S. waters.
 4. Address the purpose and requirements for a Prewash as required in MARPOL, Annex II.
 5. Address the control of NLS cargo residue discharges per MARPOL, Annex II.
- e. Provide training on the various international and domestic certificates, manuals, & books required for domestic and foreign chemical tank vessels. This training shall include applicability, purpose, period of validity, and required content, such as but not limited to:
1. Oil Record Book (Part 2)
 2. IOPP Form B
 3. Inert Gas manual
 4. International Pollution Prevention Certificate for the Carriage of Noxious Liquid Substances in Bulk (NLS Certificate);
 5. International Certificate of Fitness (both IBC & BCH);
 6. Procedures and Arrangements Manual;
 7. Cargo Record Book;
 8. Shipboard Oil Pollution Emergency Plan / Shipboard Marine Pollution Emergency Plan
 9. Certificate of Protection
 10. Cargo/ballast operations manuals
- f. Provide training in the requirements contained in 46 CFR Part 153, that exceed the IBC Code, for vessels that wish to carry alkylene oxide or any cargo whose vapor pressure exceeds 100 kPa absolute at 37.8C.
- g. Explain how to carry out common tests and examinations associated with typical cargo systems and associated controls to verify the systems are operating properly.
- h. An actual ship visit is not required; however in addition to the hands on experience with a cargo/vessel operation simulator, the Contractor must supplement lectures and presentations with detailed pictures

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

(slides) showing systems, piping, instrumentation, certificates, etc. and conduct cargo compatibility exercises. Pictures showing normal and abnormal operations are especially useful.

2.4. **COURSE MATERIALS / SUPPLIES.** The contractor shall provide a course workbook (Student Guide) for each student and a master instructor workbook (Instructor Guide) for each of the contractor's instructors. A copy of the SG and IG will be provided to the COR/CG Program Manager Rep (CVC-2), and Coast Guard Observer. Supporting material such as handouts, slides, PowerPoint presentations, and other instructional material shall be included in the workbooks. The workbooks shall be presented in a three-ring binder, with titled dividers separating each section. The contractor shall furnish materials necessary for organization of training materials (binders), name plates, pencils, scratch paper, and any consumable classroom materials. In addition the Contractor shall provide each student with a personal, take-home copy of the following:

- a. The current edition of the International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (IBC Code).
- b. The current edition of the International Code for Fire Safety Systems (FSS Code)
- c. The current edition of 46 CFR Parts 1-40, or a printed copy of the sections relating to inert gas systems and covered during the course
- d. The current edition of 33 CFR Parts 125 to 199, or a printed copy of the sections on crude oil wash systems covered during the course
- e. The current edition of 46 CFR Parts 140-155, or a printed copy of Parts 153.

2.5. **TRAINING FACILITIES.** The Contractor Shall:

2.5.1. Provide a classroom facility with the following:

- a. Capable of accommodating a minimum of twenty five (25) students.
- b. Free from external noise and distractions.
- c. Appropriate access to male and female restroom facilities.
- d. Outfitted with instructional support equipment necessary to deliver course material. A cargo/vessel simulator is required to reinforce classroom-learning objectives. The intent is not for the students to learn a particular software system or how to be cargo operators but to enhance the learning environment and increase retention by (1) providing an opportunity for them to appreciate various cargo operations & operator concerns, (2) associate equipment/systems with their proper names and (3) be able to recognize when and what type of questions to ask during COC examinations.

2.5.2. Be responsible for setting up the training facility, arranging furniture as necessary, laying out participant materials, and preparing equipment and instructor aids.

2.5.3. Facilitate availability of parking spaces for students with vehicles.

2.6. **COURSE ASSESSMENTS & EVALUATION.**

2.6.1. **Assessments.** All course attendees shall be assessed either during or at the end of the course to demonstrate they meet the course objectives and to receive feedback on their performance. Performance should be evaluated with the highest degree of training fidelity-as possible.

2.6.2. The Contractor shall prepare three vessel examination related assessment scenarios to assess the knowledge gained by course attendees in tank vessel terminology, and operational, vessel construction and equipment requirements

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

making sure each objective is covered in at least one of the scenarios.

- a. These assessments shall be completed in groups of not more than four (similar to that of an examination team). The Contractor should ensure each group contains an appropriate mix of vessel inspection experience.
- b. Each assessment scenario should take no more than 1 hour to complete. Groups should be scored using a Go/No Go evaluation standard for each scenario. Any changes to the assessments shall be approved by the COR/CG Program Manager Rep (CG-CVC).
- c. The assessments and performance measures (assessment Go/No Go criteria) shall be initially submitted with the project plan and approved by the COR/CG Program Manager Rep (CG-CVC). This submission should include the Contractor's plan for groups that do not pass an assessment scenario. Any changes to the assessments shall be approved by the COR/CG Program Manager Rep (CG-CVC).
- d. The contractor shall provide a consolidated report of the outcome of the assessments with recommendations for changes/ and or additions.

2.6.3. LEVEL 1 Evaluation

The Contractor shall provide a structured student course evaluation questionnaire to be completed by all participants for each section of the course. The questionnaires shall be directed toward eliciting participants' comments as to the value of the material taught, recommended changes and/or additions, and the quality of the instructor personnel.

2.6.3.1. The evaluation shall be initially submitted with the project plan and approved by the COR. Any changes to the evaluation shall be approved by the COR/CG Program manager Representative.

2.6.3.2. The Contractor shall provide a consolidated report of the Level 1 evaluations with recommendations for course enhancement not later than thirty (30) days to the COR after the end of each course.

2.6.4. **Auditor(s)/Evaluator(s).** The government may send auditors and/or observers to the facility during course sessions to evaluate the Contractor's performance in meeting the course objectives and the other requirements of this PWS.

2.7. COURSE CERTIFICATES. The Contractor Shall:

2.7.1. Provide certificates attesting to the satisfactory completion of the course. The certificate shall include official logos for the U.S. Coast Guard and U.S. Department of Homeland Security. The certificates shall also include, at a minimum, the course title, date of completion and signatures of the contractor's Director of Training (or equivalent) and the contractor's instructor. The Contractor shall provide certificates of course attendance to all other attendees.

2.7.2. Provide to the COR/CG Program Representative a consolidated list of the students who successfully completed course no later than ten (10) business days after the course ends.

3.0. GOVERNMENT TERMS & DEFINITIONS.

- | | |
|------------------|--------------------------------------|
| 3.1. COR | Contracting Officer's Representative |
| 3.2. KO | Contracting Officer |
| 3.3. USCG | United States Coast Guard |
| 3.4. PSCO | Port State Control Officer |
| 3.5. TVIC | Tank Vessel Inspector Course |

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

- 3.6. **FTVE PQS** Foreign Tank Vessel Examiner Performance Qualification Standard
- 3.7. **FCTE PQS** Foreign Chemical Tanker Examiner Performance Qualification Standard
- 3.7. **TPM** Technical Project Manager, a Government employee
- 3.8. **USCG** United States Coast Guard
- 3.9. **IGS** Inert Gas System
- 3.10. **CFR** Code of Federal Regulations
- 3.11. **SOLAS** Safety of Life at Sea
- 3.12. **FSS Code** International Code for Fire Safety Systems
- 3.13. **IBC Code** International Convention for the Prevention of Pollution from Ships, 1973/1978
- 3.14. **MARPOL** International Convention for the Prevention of Pollution from Ships, 1973/1978
- 3.15. **CVC** Office of Commercial Vessel Compliance

4. 0. Administration

4.1. CONTRACTOR PERSONNEL

4.1.1. **Project Manager.** The Contractor shall provide a Project Manager who shall be responsible for all Contractor work performed under this contract. The Project Manager is further designated as *Key* by the Government (see PWS 4.4).

4.1.1.1. The Project Manager shall be a single point of contact for the KO and COR. It is anticipated that the Project Manager shall be one of the senior level employees provided by the Contractor for this work effort. The name of the Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the Government as part of the Contractor's proposal. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract. The Project Manager and all designated alternates shall be able to read, write, speak and understand English with fluency. Additionally, the Contractor shall not replace the Project Manager without prior acknowledgement from the KO.

4.1.1.2. The Project Manager shall be available to the COR via telephone between the hours of 0800 and 1700 EST, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems within 24 hours of notification.

4.2. **Qualified Personnel.** The Contractor shall provide qualified personnel to perform all requirements specified in this contract. All Contractor employees supporting this contract shall also be citizens of the United States.

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

4.2.1. **Technical-** College degree and three years of experience in the development of maritime training course/simulation material. Four years of related chemical /tank vessel shipboard and/or industry work experience may be substituted for a college degree.

4.2.2. **Instructor(s)** – College degree and two years of experience teaching maritime training courses. Four years of related work experience may be substituted for a college degree. Must also meet the requirements of a Qualified Instructor as described in Navigation and Vessel Inspection Circular (NVIC) 19-14. NVIC 19.-14 is available at: <http://www.uscg.mil/hq/cg5/nvic/nvic.asp>. The name of all instructors and their resumes shall be provided to the Government as part of the Contractor's proposal. Instructors are further designated as *Key* by the Government (see PWS 4.4).

4.4. **KEY PERSONNEL.** Before replacing any individual designated as *Key* by the Government, the Contractor shall notify the Contracting Officer no less than 30 business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the *Key* person being replaced. The Contractor shall not replace *Key* Contractor personnel without approval from the Contracting Officer. The Government may designate additional Contractor personnel as *Key* in this contract. The following personnel are designated as key personnel: Project Manager (PWS 4.1.1) and Instructors (PWS 4.2.2)

4.5. **SECURITY.** Contractor access to classified information is not currently required under this contract.

4.6. **PERIOD OF PERFORMANCE.** The period of performance for this contract is five (5) years from the date of award.

4.7. **PLACE OF PERFORMANCE.** The primary place of performance will be the Contractor's facilities.

The Contractor's facility shall be located no greater than 25 miles from a major port in the Continental United States. The Contractor's facility and any facilities used by the Contractor to provide training to U.S. Coast Guard personnel shall comply with all applicable OSHA requirements (29 CFR Part 1910) and have adequate sanitary facilities (male and female restrooms), lighting for training, and heating and cooling. *Lodging and meals on site or in the immediate vicinity are required to minimize logistics and additional travel time.*

4.8. **HOURS OF INSTRUCTION.** The Contractor shall convene courses between the hours of 0800 and 1700 local time, Monday through Friday (except Federal holidays).

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

4.9. **TRAVEL.** Contractor travel shall not be required to support this contract.

4.10. **KICK-OFF MEETING.** The Contracting Officer will schedule a Kick-Off meeting between the Contractor, the Contracting Officer and the COR or designated representative within five (5) business days after award to discuss objectives. The Kick-Off meeting will be held at the Government's facility.

4.11. **PROJECT PLAN.** For this contract, the Contractor shall provide a draft Project Plan with their offer that will be discussed at the Kick-Off Meeting for the Government. The Contractor shall provide a final Project Plan to the Contracting Officer and COR not later than ten (10) business days after the Kick-Off Meeting.

4.12. **PROGRESS REPORTS.** The Project Manager shall provide a monthly progress report to the COR/CG Program Manager Rep (CVC) via electronic mail no later than the 30 days after the completion of each course convening. This report shall include a summary of all Contractor work performed and an assessment of technical progress, schedule status, and any Contractor concerns, lessons learned from the previous course, and recommendations for innovative improvements.

4.13. **PROGRESS MEETINGS.** The Project Manager shall meet with the COR/CG Program Manager Rep (CVC-2) as necessary to discuss progress, exchange information and resolve emergent technical problems and issues. This meeting can occur via conference call.

4.14. **REPORT REQUIREMENTS.** The Contractor shall provide all written reports in electronic format with read and write capability using applications that are compatible with USCG Standard Workstations.

4.15. **INTELLECTUAL PROPERTY.** All Contractor developed processes, procedures, curriculum, and other forms of intellectual property first developed under this contract shall be considered Government property. All documentation, photography, and electronic data and information collected by the Contractor and entered into or generated in support of this contract shall be considered Government property, and shall be returned to the Government at the end of the performance period. The Government reserves the right to video-tape/film any or all of the NCOE's lessons.

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

4.16. **PRIVACY.** The Contractor shall be subject to the Privacy Act when handling relevant data and materials and shall comply with COMDTINST M5260.2 (Privacy and Freedom of Information Act Manual). The Contractor staff shall attend Government led Privacy Act Training prior to handling relevant data and materials.

4.17. **ADHERENCE TO REGULATIONS AND NOTICES.** The Contractor shall ensure that its personnel adhere to the policies promulgated in USCG Regulations, Federal Regulations, Commandant Instructions and Notices.

4.18. **PROFESSIONAL APPEARANCE.** The Contractor's employees shall present a professional appearance at all times and their conduct shall not reflect discredit upon the United States, the Department of Homeland Security and the United States Coast Guard. If the Government feels there is a problem with a Contractor's appearance; the issue will be brought to the attention of the KO who will report the issue to the Contractor.

4.19. **ACCESSIBILITY REQUIREMENTS (SECTION 508).** Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable standards have been identified:

36 CFR 1194.21 – Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 – Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous Javascript and XML (AJAX) then “1194.21 Software” standards also apply to fulfill functional performance criteria.

36 CFR 1194.24 – Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

36 CFR 1194.31 – Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

36 CFR 1194.41 – Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required “1194.31 Functional Performance Criteria”, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COR and determination will be made in accordance with DHS MD 4010.2.

36 CFR 1194.2(b) – (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards.

When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires approval from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

36 CFR 1194.3(b) – Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

4.20. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest, which is defined as a situation in which the nature of work under a government contract and a contractor’s organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The contractor’s objectivity in performing the contract work is or might be otherwise impaired.

The contractor agrees that if after award he or she discovers an actual or apparent organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict. *The government may, however, terminate the contract for the convenience of the government if it would be in the best interest of the government.*

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

In the event the contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the contracting officer, *the government may terminate the contract for default.*

The provisions of this clause shall be included in all subcontracts and consulting agreement wherein the work to be performed is similar to the service provided to the Government by the prime contractor. The contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize organizational conflicts of interest.

4.21. EMPLOYEE CONDUCT. Contractor's employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, wearing of parts of military uniforms, and possession of weapons) when visiting or working at Government facilities. The Contractor shall ensure contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States, the Department of Homeland Security or the U.S. Coast Guard.

4.22. EMPLOYEE IDENTIFICATION. Contractor employees visiting Government facilities shall wear an identification badge that, at minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

4.23. REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS. **The Government may, at its sole discretion, direct the Contractor to remove any Contractor employee from** U.S. Coast Guard facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under any task order awarded under this contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

4.24. PROTECTION OF INFORMATION. Contractor access to information protected under the Privacy Act is required under this contract. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

5.0. GOVERNMENT FURNISHED RESOURCES (GFR).

The Government will provide the following resources necessary to perform the Contractor services, unless specifically stated otherwise in this performance work statement.

5.1. The government will provide copies of the relevant references cited at the Kick-Off meeting.

5.2. The Government may send auditors and/or observers to the facility during course sessions to evaluate the Contractor's performance in meeting the course objectives and the other requirements of this PWS.

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

5.3. **Class Schedule and Roster.** The COR/CG Program Manager will coordinate class schedule(s) and course roster to the Contractor no later than thirty (30) days prior to each course convening. Each class will consist of no more than twenty (25) students. Typically, these students will not have attended prior chemical or tank vessel training. Occasionally the USCG may send a program auditor(s) to sit in on the course. These personnel will not be considered students & will not count against the number of course participants.

5.4. The Contractor shall use Government furnished information only for the performance of work under this contract. At the end of contract performance or in the event of termination, the Contractor shall return all GFR to the Government.

6.0. **CONTRACTOR FURNISHED PROPERTY.** The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Property specified in this work statement.

7.0. REFERENCES.

7.1. Certificate of Compliance Form (CG-3585)

7.2. Foreign Gas Carrier Examiner Performance Qualification Standard (PQS) Workbook

7.3. Foreign Gas Carrier Examiner Job Aid

7.4. Foreign Gas Carrier Examiner Training Aid

7.5. Foreign Gas Carrier Examiner Tactics, Techniques & Procedures (TTP)

Note: PWS 8.0 begins on the next page.

REQUEST FOR PROPOSAL 70Z2319RPBM001
U. S. Coast Guard Tank Vessel Inspector Course (Training)

8.0. DELIVERABLES.

The Contractor shall consider items in **BOLD** as having mandatory due dates.

| ITEM | SOW | DELIVERABLE / EVENT | DUE BY |
|-------------|---------------|---|--|
| 1 | 4.11 | Draft Project Plan | Submitted with Proposal |
| 2 | 2.1.3 | Draft Course Curriculum | Submitted with Proposal |
| 3 | 4.11 | Final Contractor Project Plan | Not later than ten (10) business days after Kick-Off Meeting. |
| 4 | 2.1.3 | Final Course Curriculum | Not later than ten (10) business days after Kick-Off Meeting. |
| 5 | 2.1.3 | Annual Amended/Updated Course Curriculum | Not later than ten (10) business days after the establishment of the first Task Order of each ordering period. |
| 6 | 2.7 | Course Certificates | Presented to personnel at the conclusion of each convening. |
| 7 | 4.12 2.7.2 | Progress Reports with consolidated list of students who successfully completed course. | Not later than thirty (30) business days after the conclusion of each course convening. |
| 8 | 2.6.2.d | Consolidated Report of the Assessment(s) with Recommendations. | Not later than thirty (30) business days after the conclusion of each course convening. |
| 9 | 2.6.3.2 | Consolidated report of the Level 1 Evaluations with Recommendations | Not later than thirty (30) business days after the conclusion of each course convening. |

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

9.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS).

The PRS table below reflects the deliverables considered by the Coast Guard to be *most important* for the successful performance of this task order. This includes the expected standards of performance and planned reductions for not meeting those standards. The Government will establish a Quality Assurance Surveillance plan that is not part of this task order in order to monitor performance requirements summary items described in the table below.

| CONTRACTOR TRAINING & SUPPORT SERVICES FOR THE TANK VESSEL INSPECTOR COURSE: 250540 | | | |
|--|---|--|---|
| <i>Objectives</i> | <i>Required Service</i> | <i>Performance Standard</i> | <i>Surveillance Method</i> |
| Timely receipt of all deliverables. | The Contractor shall be responsible for providing deliverables in accordance with the schedule outlined in this task order. (PWS 8.0) | No deliverable is more than one business day overdue (unless Government causes delay) | 100% COR/PM Surveillance |
| Qualified and Prepared Instructors | The Contractor has prepared instructors and materials for the course as described in PWS 2.0 Requirements. Contractor personnel assigned to teach the course shall demonstrate instructional expertise as described in PWS 4.2. | The Contractor shall achieve an average score of 4 (on a scale of 1 to 5) or higher on the Level 1 Evaluations (course instructor section). The course auditors will evaluate the instructor and review all material provided to students to ensure that PWS requirements are met. | 100% COR/TM Surveillance, 100% Auditor Surveillance |
| Course Content Meets Training Objectives | The Contractor shall be responsible for ensuring the course content meets all training objectives in accordance with PWS 2.0 Requirements. The training objectives should be taught in a manner that ensures student understanding and knowledge retention. | The Contractor shall achieve an average score of 4 (on a scale of 1 to 5) or higher on the Level 1 Evaluations (quality of course section). The course auditor will evaluate the course material to ensure all training objectives are met. | 100% COR/TM Surveillance, 100% Auditor Surveillance |

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

SECTION IV – CONTRACT ADMINISTRATION DATA

INVOICE SUBMISSION INSTRUCTIONS

(a) Each invoice shall contain the following information:

- Contract or Delivery
- Name of the Contract Specialist or Contracting Officer
- Invoice Routing Code (IRC) provided in paragraph (b) below
- Status as a Small Business (if applicable) for accelerated payment

(b) The Invoice Routing Code (IRC) is: **CG-9121**

(c) Each invoice must be submitted to the designated billing office via one of the following modes (listed in descending order of preference):

(1) Coast Guard Finance Center (FINCEN) Website invoice receipt form:

https://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm

(2) Fax: (757-523-6900)

(3) Mail to:

COMMERCIAL INVOICES
U.S. COAST GUARD FINANCE CENTER
1430A KRISTINA WAY
CHESAPEAKE, VA 23326

(d) To facilitate processing, invoices and any supporting information submitted electronically using the FINCEN web based invoice submission capability must be submitted as a single Adobe .pdf formatted file, unless otherwise specified in the contract.

(e) Supporting documentation and a copy of the invoice shall also be e-mailed to the COR and Contract Specialist.

(f) In accordance with the Prompt Payment Act and FAR 52.232-25, for the purposes of determining when payment is due and when interest will begin to accrue, it will be based on the date a proper invoice was received. An invoice will be deemed proper:

(1) For invoices that are mailed or transmitted via facsimile, on the date a proper invoice is received by the designated billing office and annotated with a date of receipt or the date on which the invoice is emailed in accordance with (e) above, whichever is later.

(2) For invoices electronically transmitted by the Contractor via web based submission, on the date a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient.

(g) Web-based submission by the Contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.

Payment inquiries and status may be obtained at the following website:

<https://www.fincen.uscg.mil/secure/payment.htm>

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

SECTION V – CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

| FAR Clause No. | Title and Date |
|-----------------------|---|
| 52.202-1 | Definitions (Nov 2013) |
| 52.204-13 | System for Award Management Maintenance. (Oct 2018) |
| 52.204-18 | Commercial and Government Entity Code Maintenance (Jul 2016) |
| 52.204-19 | Incorporation by Reference of Representations and Certifications (Dec 2014) |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) |
| 52.212-4 | Contract Terms and Conditions-Commercial Items (Oct 2018) |
| 52.232-1 | Payments (Apr 1984) |
| 52.232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) |

| HSAR Clause No. | Title and Date |
|------------------------|--|
| 3052.205-70 | Advertisements, Publicizing Awards, and Releases (SEP 2012) |
| 3052.209-70 | Prohibition On Contracts With Corporate Expatriates (JUN 2006) |
| 3052.242-72 | Contracting Officer's Technical Representative (DEC 2003) |

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JAN 2019)

(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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(4) [52.233-3](#), Protest After Award (*Aug 1996*) ([31U.S.C.3553](#)).

(5) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 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:

[52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct 2018*) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

[52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct 2015*) ([31 U.S.C. 6101 note](#)).

[52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct 2014*) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

[52.219-28](#), Post Award Small Business Program Rerepresentation (*Jul 2013*) ([15 U.S.C. 632\(a\)\(2\)](#)).

[52.222-3](#), Convict Labor (*June 2003*) (E.O.11755).

[52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan 2018*) (E.O.13126).

[52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).

[52.222-26](#), Equal Opportunity (*Sept 2016*) (E.O.11246).

[52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C. 4212](#)).

[52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).

[52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).

[52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).

[52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct2018*) ([31 U.S.C. 3332](#)).

(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:

[52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).

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

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

[52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

[52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

(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 (*Oct 2015*) ([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) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

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.

(v) [52.222-17](#), Nondisplacement of Qualified Workers (*May*2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(vi) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).

(vii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([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* 2014) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

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

(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).

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

(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 (*May 2014*) ([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)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the contract period of performance end date. Orders may be issued on an SF1449 or SF 347.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of the total amount of the CLIN for the item;

(2) Any order for a combination of items in excess of the total amount of the combined CLINs being ordered; or

(3) A series of orders from the same ordering office within a 12-month period that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **five (5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 365 days after the contract end date.

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

(End of 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):

<http://farsite.hill.af.mil/>

<https://www.acquisition.gov>

<https://www.dhs.gov/publication/hsar>

(End of clause)

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Project Manager

Instructors

(End of clause)

SECTION VI – LIST OF DOCUMENTS/ATTACHMENTS

ATTACHMENT 1 – SCHEDULE OF SERVICES

ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

SECTION VII – PROVISIONS AND INSTRUCTIONS

PROVISIONS INCORPORATED BY REFERENCE:

| Provision No. | Title and Date |
|----------------------|--|
| 52.204-7 | System for Award Management (OCT 2016) |
| 52.204-16 | Commercial and Government Entity Code Reporting (Jul 2016) |
| 52.212-1 | Instructions to Offerors—Commercial Items (OCT 2018) |
| 52.212-3 | Offeror Representations and Certifications -- Commercial Items (Oct 2018) ATL I (Oct 2014) |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Aug 2018) |

PROVISIONS INCORPORATED BY FULL TEXT:

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

In addition to the requirements specified in FAR 52.212-1, the following additional instructions shall apply to part (b) Submission of Proposals:

General Information:

- a. Complete proposal/quote packages must include Volumes 1 – 4, as described herein and be submitted by the closing date and time to be accepted. Proposals submitted after the due date will not be evaluated. It is the responsibility of the Offeror to obtain confirmation of receipt, if desired. Any electronic submissions or inquiries should contain the RFP/RFQ number in the subject line.
- b. Proposal Submission: Proposals shall be submitted electronically via email to Shawna.L.Mitchell@uscg.mil and Terri.L.Hilton@uscg.mil by the due date and time specified in Section I of this solicitation.
- c. Questions: All inquiries shall be submitted in writing to Shawna.L.Mitchell@uscg.mil and Terri.L.Hilton@uscg.mil no later than 2:00PM ET on April 11, 2019. The Government reserves the right not to answer questions received after the designated deadline for questions. A consolidated list of questions and responses will be posted after the deadline for questions. It is the sole responsibility of the Offeror to monitor the original post for any amendments or additional published information pertaining to this solicitation.
- d. The Offeror is responsible for including sufficient depth in the proposal to allow the Government to make a comprehensive evaluation of the Offeror's understanding of the PWS and the Offeror's capability to successfully meet all requirements. Merely restating the requirements and/or stating an intent to perform the requirements without providing sufficient supporting information is inadequate for evaluation and may result in a lower rating. Offerors are encouraged to cross reference details of the proposal to the requirements of the PWS.

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

- e. Offerors shall submit the information outlined below for proposal Volumes 1-4:

Volume 1 - Administrative Information:

Volume 1 shall include a summary sheet containing the following information, in addition to a copy of the completed Representations and Certifications:

- a. Company Name
- b. Company Address
- c. Point of Contact: Name, telephone number and email address
- d. Identify company size; if small business, specify the type of small business
- e. Company DUNS
- f. One completed copy of FAR Provision 52.212-3 Offeror Representations and Certifications-Commercial Items

Volume 2 – Technical Approach

The Offeror shall describe the technical approach to be utilized to meet all aspects of the Performance Work Statement (PWS) requirements. The approach must clearly demonstrate a thorough knowledge and understanding of all requirements and the capability to successfully meet all requirements. In addition, the technical approach shall include:

1. One (1) copy of the proposed Draft Project Plan;
2. One (1) copy of the proposed Draft Course Curriculum: and
3. Resumes for all Key Personnel to be utilized in the performance of the requirements and identify for which requirements section those personnel will perform work.

The technical proposal shall not include any price information; however, it may include resource information concerning labor categories, hours, etc. to demonstrate understanding of the scope of work.

Volume 2 shall not exceed 35 pages (excess pages will not be included in evaluation). The Draft Project Plan, Draft Course Curriculum and Resumes are not included in the page count.

Volume 3 - Past Performance

(1) The Offeror shall describe a maximum of five (5) recent and relevant projects. Recent past performance is work completed or on-going within the past three (3) years. Relevant past performance is work of a similar scope, magnitude and complexity to the services described in this solicitation. The following information is required for each reference submitted:

- i. Name and address of the agency
- ii. Point of contact name, phone and email address
- iii. Contract Number
- iv. Contract Type (i.e., FFP, Cost, etc.)
- v. Total Contract Value
- vi. Identify Role (i.e., Prime or Subcontractor)
- vii. Contract Start and End Dates (including an explanation of any delays)
- viii. Description of Relevant Work Performed
- ix. Problems encountered and their resolution
- x. Identify any subcontractors or partnerships

(2) Past Performance Questionnaire (PPQ): The Offeror is requested to provide a copy of the attached Past Performance Questionnaire (Attachment 2) to no more than 5 references for recent and relevant work. The reference shall complete the PPQ and submit the completed copy directly to the points of contacted specified herein for submission of proposals, no later

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

than the closing date of this solicitation. If a PPQ is received late, i.e., after the closing date and time, the Government reserves the right not to consider the PPQ for evaluation.

Volume 4 – Price

The Offeror shall submit a completed copy of Attachment 1 - Schedule of Services, Contract Line Items (CLINs) 00001 through 40001 and provide the total for Years One through Five, to support its technical approach. The Offeror shall propose a unit and total price for each CLIN listed. The Total Evaluated Price is designated as the total price for Years One through Five.

(End of ADDENDUM to FAR 52.212-1)

FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (OCT 2014)

Paragraph (a) is tailored as follows:

(a) 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. The following factors shall be used to evaluate offers:

Basis of Award: The Government intends to award a single Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation to the responsible Offeror whose offer confirming to the solicitation is determined, based on the evaluation factors specified herein, to represent the best value to the Government, price and other factors considered. The Government will use best value tradeoff to evaluate proposals. Accordingly, the Government may award a resulting contract to other than the lowest evaluated priced Offeror, or to other than an Offeror with the highest technical rating. The Government intends to make award without discussions; however, this does not prevent the Government from holding discussion prior to award if the Contracting Officer determines discussions to be in the best interest of the Government.

The following factors will be evaluated:

Factor 1: Technical Approach
Factor 2: Past Performance
Factor 3: Price

Technical Approach and Past Performance are of equal importance. Technical Approach and Past Performance when combined are significantly more important than Price.

Each factor shall be evaluated as follows:

Factor 1: Technical Approach: The proposal will be evaluated to determine the extent to which the Offeror effectively demonstrates a thorough knowledge and understanding of all requirements and the feasibility to meet and/or exceed all PWS requirements, which includes the training objectives and requirements; proposed project plan and proposed course curriculum; training facility and equipment, to include cargo/vessel simulator; and

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

qualification of proposed personnel. The Technical Approach shall be evaluated using the following adjectival ratings:

| Adjectival Rating | Description |
|--------------------------|---|
| Outstanding | Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. It contains multiple strengths, which far outweigh any weaknesses. Risk of unsuccessful performance is very low. |
| Good | Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low. |
| Acceptable | Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting, or have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. |
| Marginal | Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. |
| Unacceptable | Proposal does not meet requirements and contains one or more deficiencies and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable. |

Factor 2 – Past Performance: Past performance will be evaluated in terms of the degree of relevancy to this project and in terms of overall level of confidence in the firms' ability to successfully execute and complete this project supported by the past performance. The Government will review information obtained from Offeror's Past Performance proposal, Past Performance Questionnaires, as well as any additional information that may derived from other sources, such as the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), and other sources that may have useful and/or relevant past performance information. Due to the varying past performance history of individual Offerors, the Government is not required to ensure that an equal number of references be obtained or evaluated for each Offeror. In the case of an Offeror without a record of relevant and recent past performance, or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

Past Performance shall be evaluated using the following adjectival ratings:

| Rating | Description |
|------------------------------|---|
| Substantial Confidence | Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort. |
| Satisfactory Confidence | Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. |
| Limited Confidence | Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort. |
| No Confidence | Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort. |
| Unknown Confidence (Neutral) | No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. |

Factor 3 – Price: Price will be evaluated to determine price fair and reasonableness based on the total evaluated price. The Government may use any of the analysis techniques in accordance with FAR 15.404-1(b)(2) to ensure a fair and reasonable price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. 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).

(c) 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.

(End of clause)

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

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

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):

<http://farsite.hill.af.mil/>

<https://www.acquisition.gov>

<https://www.dhs.gov/publication/hsar>

REQUEST FOR PROPOSAL 70Z02319RPBM00100
U. S. Coast Guard Tank Vessel Inspector Course (Training)

NOTICE FOR FILING AGENCY PROTESTS

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation.

OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the Government Accountability Office (GAO). Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum, rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the Contracting Officer or Ombudsman.

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

Formal Agency Protest with the Ombudsman. Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions. If the protester's concerns are unresolved, an independent review is available by the Ombudsman. The protester may file a formal agency protest to either the Contracting Officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government.

The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in FAR 33.103. 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 submitted to:

Department of Homeland Security
United States Coast Guard (CG-91)
Ombudsman Program for Agency Protests
Email: OPAP@uscg.mil

For questions pertaining to the OPAP program, please contact the Ombudsman hotline at 202-372-3695.

More information about the Ombudsman Program for Agency Protests (OPAP) can be found at <http://www.uscg.mil/acquisition/business/ombudsman.asp>