SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES 289

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N68836-16-R-0003	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	08 Jun 2016	N6051417GTMOPORTOPS

7. ISSUED BY	8. ADDRESS OFFER TO (If other than Item 7)
CODE N68836 NAVSUP FLC JACKSONVILLE CONTRACTS DIVISION ELAINE FLORENCE BLDG 110 3RD FLOOR NAS JACKSONVILLE FL 32212-0097 TEL: 904-542-1657 FAX: 904-542-1088	CODE **See Item 7** TEL: FAX:

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in N/A until 02:00 PM (Hour) local time 08 Sep 2016 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	ELAINE J. FLORENCE	904-542-1657	elaine.florence@navy.mil

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	☐		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )		

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL: EMAIL:	(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section SF 30 - BLOCK 14 CONTINUATION PAGE

QUESTIONS & ANSWERS

The following provides information to all Offerors regarding questions submitted and the Government's response regarding Request for Proposal N68836-16-R-0003.

1. **Question:** C13.4.1 states the Contractor shall include pricing for tow of YTB to shipyard: Please confirm shipyard location that we will be pricing the tow to be delivered?

Government Response: The Contractor shall determine the location of the shipyard and the Contractor's Firm Fixed-Price shall include preparation for towing in accordance with the Navy Towing Manual, towing and shipyard costs for labor and material.

2. **Question:** C 14 3.1 Sandblasting, Hydro-Blasting and Painting. Contractor shall provide these services for corrosion and preservation control. Painting shall be accomplished by both manual application and spray process. Due to the high cost of shipping sand blast media, will the Hydro-Blasting be available for the corrosion and preservation control. If yes, when will the power supply issue be resolved?

Government Response: The Contractor shall provide all services listed in C14 3.1. The hydro-blasting unit listed in Technical Exhibit 3 is currently unavailable for use and has been removed from the Shop Equipment List. The Government does not intend to replace the hydro-blasting unit.

3. **Question:** C 14 3.3 Pipefitting, Ship fitting, Valve Repair and Welding. Please confirm if welding gases, Oxygen, Acetylene and Argon are available to purchase locally or do we have to ship via base barge and pay a monthly lease on the bottles and racks.

Government Response: Gasses are not available locally. The Contractor shall purchase, ship and pay monthly leases on bottles and racks. See revised PWS.

4. **Question:** Page 169 of 173 states the following for "Sub-factor One: Technical Approach": The Offeror shall describe their technical approach in meeting the requirements outlined in the Performance Work Statement (PWS) under Sections C 12.0 through C 14.0. The Offeror shall demonstrate an understanding of the solicitation requirements by describing in detail, their approach and plan to perform and manage the work specifically required by the PWS. The technical approach must identify the methodology and analytical techniques the Offeror will use to fulfill the PWS requirements. The proposal must contain enough detail so as to demonstrate a firm understanding of the PWS. Please confirm whether the Technical Approach should focus on Sections C 12.0 through C 14.0 of the Performance Work Statement (PWS) only.

Government Response: For evaluation purposes only, Offeror's Technical Approach should focus on their approach and plan to perform and manage the work specifically required under Sections C 12.0 through 14.0 of the Performance Work Statement.

5. **Question:** Page 160 of 173 states Volume II shall consist of Tabs 1-6. Please clarify what encompasses Tabs 5 and 6.

Government Response: The Submittal Instructions have been revised to include Tabs 1 through 7 as follows:

Tab1: SF 33
Tab 2: Price Proposal
Tab 3: Reps & Certs
Tab 4: Signed Amendments
Tab 5: Completed Solicitation Provisions
Tab 6: Financial Competency Bank Letter
Tab 7: Subcontracting Plan

6. **Question:** C 6.2.1. Two YTBs shall be operated and maintained simultaneously with one YTB to be allowed in (ROS) status at a time, to be activated within seven days. This does not address the condition when a YTB is in a DROH. Please clarify for this condition.

Government Response: The Contractor is required to have two YTB's fully operational at all times unless approved by the COR. Prior to placing a YTB out of service to prepare for towing the third tug will replace it.

7. **Question:** C.6.2.2. It is anticipated that there will be 300 annual ship movements during normal working hours and 60 annual ship movements during non-normal working hours. But in C 6.6 concerning Harbor Pilot services approximately 80 ship movements per year are anticipated for harbor pilot services. What is the criteria when a harbor pilot will be required for ship movement or not?

Government Response: The criteria for a harbor pilot will be all USS vessels and any other vessels requesting a pilot prior to arriving or leaving port. Requests for pilot service are requested through Port Control.

8. **Question:** C 6.4.2/6.4.3. Typically between 4 and 10 line handlers will be required. During all operating hours, line handlers shall be on station no less than 15 minutes prior to the scheduled arrival/departure of the vessel. How many times per year will line handling services be required for multiple arriving/departing vessels simultaneously?

Government Response: Simultaneous arrivals or departures would be a rare occurrence. Arrivals and departures are scheduled through Port Control and arrivals and departures are coordinated one at a time with the Contractor.

9. **Question:** C 8.3.4. States that he Contractor shall boom ships with containment boom when vessels are scheduled to transfer liquid cargo with a petroleum base or lubricants (POL) base or components. What is the anticipated frequency of this activity and how will the Contractor obtain the notification to accomplish same?

Government Response: The Contractor shall plan on booming all vessels after arriving in port. Notification to the Contractor shall come from Port Control and will match vessels arriving.

10. **Question:** C 9.1, 9.2 and 9.3. Section states the Contractor will operate these boats for maintenance. Can it be therefore assumed that during actual operational use of the boats they will be operated by people other than the Contractor?

Government Response: The boats listed in C9.1, C9.2 and C9.3 are operated by military personnel. See revised PWS.

11. **Question:** C13.1 - Travel Lift capability, C14.3 Services including but not limited to the following items C14-3.3 Pipe fitting and ship fitting, C14.3.4 Machinery Repair, C14.3.6 Electrical repair, C14.3.9 Non-destructive testing , C14.3.10 - Aux system and equipment repair. Are there any specific qualifications required for these requirements?

Government Response: C13.1 –Travel Lift capability: Refer to C17.2 "The contractor shall have an operator certified in accordance with NAVFAC P-307 for Class 1 cranes within 30 days of the start of the performance period.

The below requirements have been added to the PWS under Section 22.6 and this section has been renumbered.

C 22.6.5-Pipe fitting and ship fitting shall meet ABS standards and ABYC standards.
C 22.6.6-Machinery Repair personnel shall have documented experience and/or certifications in applicable engine and machinery repair.
C 22.6.7-Electrical repair personnel shall have documented experience as/or certified as a marine electrical.
C 22.6.8-Non-destructive testing. Contractor shall be certified in accordance with industry standards to conduct and analyze Non-destructive testing methods listed in C14.3.9.
C 22.6.9-Aux system and equipment repair, technicians shall be qualified/certified in accordance with industry standards and documented experience to service, troubleshoot or repair equipment or systems outlined in C14.3.10.

12. **Question:** C 12.8.3. Will there be a transition from an incumbent where the Wheelhouse Technology past data will be provided to keep a life-long maintenance record for the vessels and equipment?

Government Response: Currently Wheelhouse is not in use. Paper or electronic material history data that exists will be turned over during the transition period.

13. **Question:** C 13.4.1. Docking regular overhauls (DROH) - please confirm a Firm Fixed-Price is required for DROH and on all GFE vessels listed (including YTB) shall be included in our CLINs /Price? Do these prices have to be separately identified or included in the applicable CLINS?

Government Response: Pricing shall be Firm Fixed-Price for DROH and shall be included in the applicable CLINS listed in Section B as follows:

CLIN 1016: YTB824
CLIN 1017: YC1639
CLIN 2016: YTB831
CLIN 3016: YFB93
CLIN 4016: YFB92

14. **Question:** C 13.4.1. During (DROH) for any of the vessels or equipment is it anticipated that factory representatives or experts are required? If this service was found to be required would this be a negotiated change or reimbursable?

Government Response: The Contractor is responsible for the technical oversight, schedule time line and administrative reports of the vessel DROH whether it is accomplished on island or in the case of the YTB's accomplished at a Subcontractors facility stateside. Typically outside factory representatives or experts are not required. If this service was found to be required, this would be a negotiated change.

15. **Question:** C 13.4.1. YTB's - RFP states YTBs cannot be dry-docked on island. If Contractor can provide suitable lifting device can vessels be allowed to be DD on island together with the YFB and YC?

Government Response: Yes, as long as the Contractor provides a lifting plan and the Government receives approval from NAVSEA PMS 325 engineers and concurrence from Naval Facilities Engineering Command (NAVFAC) that the requested plan can be supported by current facility capabilities.

16. **Question 16: C 14.4.** Are the (INSURV) Material inspections accomplished every 3 years the same interval collectively for all the vessels and equipment?

Government Response: Material Inspections are all on the same 3 year schedule and accomplished at the same time. The inspections are only required for the YTB's, YFB's and YC. There may be times when a service craft is in overhaul during the inspection time-frame and will either be deferred to the next cycle or inspected after the overhaul is complete.

17. **Question 17: C 16.** Transportation support - is there an equipment list or minimal equipment or suggested list of equipment to perform this requirement?

Government Response: Requirements for specific numbers/types of vehicles or equipment are not called out in the solicitation with the exception of forklift capability, man-lift and towing capacity. The Contractor is required to provide vehicles and equipment to support contract requirements.

18. **Question 18: C 17.3.** Is the current man lift required in this section Government furnished equipment? What is currently being utilized on site?

Government Response: No. C 17.3 specifically states, "The Contractor shall supply." The Contractor is currently utilizing a man-lift and bucket truck.

19. **Question 19: C19.1.1.** Spare parts and repair - With the hard to reach destination would the KO be willing to increase the amount from $3000 to $10,000 per transaction? Would this same process be allowed for service techs if needed from the states?

Government Response: No. Contracting Officer's approval must be received for all purchases greater than $3,000.00. Yes, this same process applies if service techs are needed from the states.

20. **Question: C 19.2.** Consumable supplies Exhibit 4 - when was this exhibit last updated? With respect to these items required what is the approx. quantity used of each item in a given year?

Government Response: Technical Exhibit 4 is current. The Contractor shall base quantities required on original equipment manufacturer (OEM) maintenance and situational requirements. Other items on the consumables list are based on the Contractor's requirements in the performance of the contract.

21. **Question: C 21.4.** Hazardous Materials and Hazardous Waste (HAZMAT): All HAZMAT utilized in the performance of this contract requirement must be obtained through the Navy's HAZMAT center. Please clarify. Does this mean we have to purchase all hazardous materials through the current on-island vendor?

Government Response: No, all HAZMAT purchased off-island must be approved for on-island use through the Base HAZMAT Center.

22. **Question: C 22.6.1.** Boat operators and crew - Please clarify if Navy 2nd class swimmer qualification is required? And what does it have to do with USCG STCW-95? What vessels do you require USCG STCW-95 on? The course listed here, when are they required to be done by? i.e. on last day of turnover?

Government Response: Navy 2nd class swimmer or USCG STCW-95 is required as a prerequisite for all Boat Crew PQS. There is no vessel requirement. The requirement is that a crewmember must be one or the other. They must be qualified by turnover end date.

23. **Question: C 22.13.** Training of military personnel - please advise how many times a year this is required and for how many people?

Government Response: The Government has not had any military personnel interested in earning their Craftmaster/Tugmaster qualification.

24. **Question: C 22.6.12.** ECMRA - Why is ECMRA required on a FFP contract? What is this information used for?

Government Response: United States Code Title 10, Section 2330a requires an annual inventory of contracted services including the number and cost of full time equivalents (FTEs). DoD contracting activities awarding or administering contracts are mandated to incorporate the Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services regardless of contract type, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. A copy of the direction memorandum dated 28 November 2012, jointly signed by Frank Kendall, Under Secretary of Defense for Acquisition, Technology, and Logistics, and Jessica Wright, Acting Principal Deputy Under Secretary of Defense for Personnel and Readiness is available at

http://www.acq.osd.mil/dpap/policy/policyvault/Enterprise-wide_Contractor_Manpower_Reporting_Application_memorandum.pdf

25. **Question: C 22.10.1.** Will this Government provided training have to be reimbursed by the contractor or is it Government provided at no cost? Who pays for the class?

Government Response: The Government pays for the training it provides to the Contractor.

26. **Question: C 24.0.** Housing, Base Support, and Transportation: Are all housing costs to be calculated and accounted for as part of the FFP? Will an adjustment be allowed during option years for significant changes in rental rates or utilities charges?

Government Response: Yes, all housing costs shall be included as part of the FFP. The Contractor may be entitled to an equitable adjustment if there are substantial changes in rental rates or utility charges.

27. **Question:** Page 73. Background investigation for Non Sensitive duties- Please note the requirement Must be a US citizen or a resident with a minimum of 3 years legal residency in the United States. Is this applicable to the entire contract's work force? How does this requirement apply to foreign nationals to be engaged or currently performing these services on site? Please clarify.

Government Response: This applies to Key Personnel only.

28. **Question:** Section L pgs 159-160. Section identifies four tabs for Volume II (SF33, Price, Reps/Certs, Amendments) but the table on pg. 160 notes six tabs for Volume II. Should the Financial Competency Bank Letter and Subcontracting Plan to be Tabs 5 and 6?

Government Response: See response to Question 5.

29. **Question:** Page 171, 172. In our experience Lowest Price Technically Acceptable may be awarded to "technically acceptable" bidders; however, the winning price demonstrates that the bidder does not have a clear understanding of the contract requirements. Proposed prices significantly lower than all competitive bids received may demonstrate a low bidder's inability to comprehend the magnitude of the contract. Will the Government consider performing Price Realism Analysis in addition to the Price Reasonableness evaluation?

Government Response: The Government shall conduct a Price Reasonableness evaluation in accordance with Section M.

30. **Question:** Page 172. Does the Contractor include in the pricing for the 6 month of pricing under FAR 52.217-8? If so where? Or shall the Government calculate for evaluation purpose not to be shown by the Contractor?

Government Response: The Government will calculate the price for the 6 month extension. The pricing used for the option under FAR 52.217-8 will be based on the fourth option period monthly unit price multiplied by six (6) for all CLINs except the Reimbursable CLIN. The price for the Reimbursable CLIN will be $500,000.00.

31. **Question:** Deadline. Contract requirements outlined in the solicitation require significant research, recruiting, and writing. Presently, the Government has a proposal submission deadline of July 8, 2016. Given the magnitude of this proposal effort, will the Government consider providing an extension to the deadline?

Government Response: The Government will extend the proposal submission deadline until August 5, 2016 at 2:00 PM, EST.

32. **Question:** Are there Insurance requirements for vessel crew members, as well as the vessels such as P&I, Second Seamans, War Risk, Hull Insurance for vessels for this contract? If so, what is the level of coverage required? Will the level of coverage be specified in Section H? Will a letter of coverage by provider be required as part of Section L, Vol 2, Tab #?

Government Response: FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act) is incorporated in the solicitation by reference. This clause, which is prescribed by FAR 28.309(a), requires Contractors to provide the workers' compensation insurance mandated by the Defense Base Act for their overseas workers.

33. **Question: SF 33, Box 9:** There is a significant change to the solicitation requirements regarding the Docking Regular Overhauls (DROH) as referenced in the PWS Section C 13.4 the corresponding DROH FFP Option CLINs. There was no prior knowledge that the shipyards pricing was going to be needed upfront and was not specified in the Draft RFP or at Industry Day. There is significant lead time needed to solicit competitive pricing from the shipyards to include in the Price proposal that is not feasible to do within a 30 day solicitation period. We respectfully request an extension of the due date for Submission of Offers to be August 5, 2016 due to revisions to the Solicitation, resulting questions and the 4th of July Holiday.

Government Response: See response to Question 31.

34. **Question:** C-5.3 Does the Government anticipate a transition period with the incumbent going beyond the 30 days specified in this section?

Government Response: The Government does not anticipate the transition period going beyond 30 days.

35. **Question:** C-19.0, 19.1, 19.1.1. Is it mandatory for the Offerors to use the "Wheelhouse" program for inventory and barcoding? Can Offerors submit an alternative inventory program that will meet or exceed the necessary inventory functions and possibly be more cost effective to the Government?

Government Response: It is mandatory to use WheelHouse. Offerors shall not submit an alternative inventory program.

36. **Question:** C 22.10.3 When is the Training Plan / Matrix due?

Government Response: Training Plan is due within 60 days after contract award. See revised PWS.

37. **Question:** With reference to DFARS clauses 252.237-7023 and 252.237-7024 incorporated by text, will offerors be required to submit a Mission Essential Contractor Services Plan (MECSP)? If so, where to offerors include this in their proposal submission?

Government Response: All of the Port Operations Support Services required under this contract in accordance with C 22.12 of the PWS are considered essential to the mission of U. S. Naval Base, Guantanamo Bay, Cuba. Sections C 12.0 through 14.0 of the Performance Work Statement are the most significant and will be evaluated under Subfactor 1: Technical Approach. Therefore, Offerors are not required to submit a separate Mission Essential Contractor Services Plan.

38. **Question:** We request the questioning period be extended.

Government Response: The deadline date/time for questions and clarifications has been extended to July 5, 2016 at 1200 (Noon) EST.

39. **Question:** If a Mission Essential Contractor Services Plan (MECSP) is required, will Section L be amended to include this?

Government Response: Offerors are not required to submit a separate Mission Essential Contractor Services Plan. See response to Question 37.

40. **Question:** Vol II, Tab 4-Amendments - The "RFP Submittals" Table needs to be updated to correspond correctly to the Tabs required. Please clarify. Is "Solicitation Provisions" and "Subcontracting Plan" supposed to be Tab 5 & 6?

Government Response: See response to Question 5.

41. **Question:** Is the "Financial Competency Letter/Contract Responsibility" supposed to be tabbed? It is listed in the RFP Submittals Table as a Tab but not identified with specific Tab number. Please clarify.

Government Response: Tab 6: Financial Competency Bank Letter. See response to Question 5.

42. **Question:** In lieu of a bank letter, is it acceptable for a Offerors to submit Corporate Viability that includes: a company guaranty and signed statement from a Senior Officer of the company, stating sufficient resources are available to perform this contract; audited Financial Statements to include a balance sheet, profit and loss statement, and projected Cash Flow Statements?

Government Response: Offerors may submit other financial information however, a letter from the Offeror's financial institution validating financial competency is required.

43. **Question:** Is the requirement to submit "at least three (3)" or "up to three (3)" Past Performance – Contractor Performance Information Data Sheets? There appears to be conflicting language in Sections L and M. Please clarify.

Government Response: The requirement is to submit up to three (3) Contractor Performance Information Data Sheets. See revised Submission of Proposals and Evaluation-Commercial Items.

44. **Question:** Attachment 1 Contractor Information Data Sheet and Attachment 2 Past Performance Evaluations Surveys were not included in the solicitation packet. Will you be sending those out when you answer the questions, or how can we get them?

Government Response: The Contractor Information Data Sheet and Past Performance Evaluation Survey are included in the Solicitation on Pages 130-134.

QUESTIONS & ANSWERS #2

The following provides information to all Offerors regarding the continuation of questions submitted and the Government's response regarding Request for Proposal N68836-16-R-0003.

45. **Question:** Can the Government direct me to a site where the drawings referenced in the YTB Technical Exhibits can be accessed or downloaded.

Government Response: The following YTB Drawings are hereby incorporated into the solicitation and are included as separate attachments as follows:

Attachment 1:	009-32 FY17-CH1
Attachment 2:	100-4442362 Shell Expansion(Hull Thickness)
Attachment 3:	100-4442363 Bulwarks
Attachment 4:	100-4442364 Stern Frame and SKEG
Attachment 5:	101-4442366
Attachment 6:	120-4442381 Sea Chest Details 1-3
Attachment 7:	120-4442381 Sea Chest Details 2-3
Attachment 8:	120-4442381 Sea Chest Details 3-3
Attachment 9:	145-4442385
Attachment 10:	203-4442386 Shafting Arrangement

Attachment 11: 203-4442387 Shaft Coupling-Tail Shaft Steady Bearing
Attachment 12: 203-4442388 Stern Tube Stuffing Box
Attachment 13: 203-4442389 Propeller Fairwater Cap
Attachment 14: 245-4442397 Machinery Arrangement and Sections
Attachment 15: 519-4442422 Rudder Details
Attachment 16: 519-4442423 Rudder Stock Bearing Support
Attachment 17: 520-4442424 Windlass and Captains Foundation
Attachment 18: 600-4442434
Attachment 19: 600-4442435 Cathodic Protection
Attachment 20: 600-4483720 Installation of Additional Fendering
Attachment 21: 605-4563139 Painting Coating Schedule
Attachment 22: 605-4563141 Hull Marking Details
Attachment 23: 845-4382701 Individual Docking Plan
Attachment 24: 845-4563152 Guidance Docking Plan
Attachment 25: S9086-7G-STM-010
Attachment 26: S9086-CH-STM-010
Attachment 27: S9086-CH-STM-030
Attachment 28: S9086-HM-STM-010
Attachment 29: S9086-HN-STM-010
Attachment 30: S9086-HP-STM-010
Attachment 31: S9086-RK-STM-010
Attachment 32: S9086-VD-STM-030

46. Question: Will a conformed copy of the solicitation be forthcoming?
Government Response: The Government will post a conformed copy of the solicitation following the closing of solicitation questions.

47. Question: Should the Technical Approach focus solely on PWS sections C 12.0 – 14.0? Please confirm that the Government does not want any focus on the Operation of multiple watercraft, boats, port operations (as referenced in PWS sections C 1.1, 6.0, 7.0, 8.0, 9.0, 10.0) included in the evaluation of Factor 1, Subfactor One – Technical Approach.
Government Response: Yes, although the awardee will be responsible for performing all requirements in the Performance Work Statement (PWS), the Technical Approach will be evaluated solely on PWS Sections C 12.0 through C 14.0.

QUESTIONS & ANSWERS #3
The following provides information to all Offerors regarding the continuation of questions submitted and the Government's response regarding Request for Proposal N68836-16-R-0003.

48. Question: "Offerors shall return fully executed CLINS to include a unit price and total extended prices in accordance with the bid schedule provided in the solicitation and a total amount showing the sum of all line items." The base year transition FFP cost (phase-in) the incumbent has little to no cost to incur as compared to other Offerors. Considering this CLIN is included in the sum of all line items the incumbent has a clear pricing advantage over other Offerors. Can this line item not be included in the overall evaluated price or be considered reimbursable?
Government Response: No. All CLINs including the Transition Period CLIN 0016 will be included in the overall evaluated price and the Government will not consider the Transition Period CLIN 0016 reimbursable.

49. Question: We respectfully request an extension of 2 weeks (new closing date of 7/19/16) for the questioning period.
Government Response: The deadline date/time for questions and clarifications has been extended until July 19, 2016 at 1200 (Noon) EST. This is the Government's final extension for questions.

50. Question: Amendment 0001 – Q&A #11. As per Question 11 and response, C 22.6 has been renumbered to add requirements. C22.6.5 states *"Pipe fitting and ship fitting shall meet ABS standards and ABYC standards."* Do you require the welder(s) to have valid welding certifications from ABS for ALL types of welding techniques discussed in C14.3.3, or just follow ABS standards?
Government Response: No. Welders need to follow ABS standards for the welds they are performing on service craft.

51. Question: Amendment 0001 – Q&A #32. As per Question #32 and response regarding required insurance coverage, please confirm that Workers Compensation Insurance (Defense Base Act) is the only type of insurance required.
Government Response: Defense Base Act Insurance is required on all service contracts performed outside the continental United States in accordance with FAR 52.228-3. Although the Government is only imposing the Contractor provide Workers' Compensation Insurance (Defense Base Act) in accordance with FAR 52.228-3, Contractors are required to provide and maintain during the entire performance of this contract any and all liability insurances required by law and the minimum amounts.

52. Question: The YTBs DROHs are to be included in the Contractor's FFP in accordance with Technical Exhibit 13 inclusive of all required material as this activity is to be accomplished stateside. The YFBs and YC are to be overhauled by the Contractor on island in accordance with Technical Exhibits 13, 15 and 16. Is the contractor responsible to include in their FFP all the material required to conduct these YFB and YC overhauls? That would be inclusive of, sand blast material, paint, steel plate, zincs, keel coolers, stern tube bearings, rudder carrier bearings, pipe, and off island repairs of propellers? Would the Contractor also be responsible for all freight charges to supply this material to and from the island?

Government Response: As stated in C13.4.2 "Contractor's pricing shall include all materials required for the availability and any additional labor and/or overtime the Contractor would require outside of their existing workforce and normal working hours to complete the availabilities within 12 weeks." This includes freight charges.

53. Question: What are the freight rates for the material, equipment, and parts required for this contract or does the Contractor obtain their own arrangements? Will the Government make shipping arrangements or is the Contractor responsible for shipment on and off the island?
Government Response: The Contractor is responsible for obtaining freight rates for the material, equipment and parts required for this contract. The Contractor is also responsible for making shipping arrangements for shipments on-island and off-island. The Base Barge Service Transportation Officer is Ms. Candace Keller and she can be reached at 904-751-8887.

54. Question: Question 45 and Related Amendment (Attachments 1-32) provides specifications to materials needed for the DROHs for the YTBs. These drawings do not provide any supplier or part origination information. Is there any other information as to where the required material can be purchased?
Government Response: The Government does not have a database with supplier information.

55. Question: Will the Government please provide clarification on the reimbursable supplies CLINs? While 0015, 1015, 2015, 3015 and 4015 are showing for reimbursable supplies and services, each of the CLINs reflect FFP. Should this be changed to read Cost Reimbursement, or are bidders required to account for an FFP of $1 million for each CLIN?
Government Response: Bidders are required to account for a FFP of $1 million for each CLIN (0015,1015, 2015, 3015 and 4015) in accordance with Solicitation Submittal Instructions. No other price shall be submitted in the Offeror's Price Proposal.

56. Question: Attachment 25, Docking Instructions. It is called out that certification to Mil-STD-1625 is required for docking facilities. Is this applicable for dry docking the YTBs during their DROH on the mainland? Is this also required for the YTBs and YC? Is the onsite Government furnished travel lift also certified? Will the Government be responsible for maintaining this certification?
Government Response: See C17.2. The Marine Travel Lift is a crane and is subject to Naval Facilities Engineering Command (NAVFAC) P307; additionally it is certified by the manufacture for the location. Finger piers, walkway and blocking area have been certified by NAVFAC engineers. The stateside docking facility for the YTB's must be certified by a Naval Architect or Professional Engineer.

57. Question: Technical Exhibits 9 and 10. "Telephone Services: The current rate for basic service is $36.58 per month per phone exclusive of long distance. Contact SCSI at (011) 53-99-77352 for more information." We have been told by SCSI that they will no longer be providing telephone or internet service to the base due to losing the re-compete of their contract. SCSI representatives could not provide details on the new contractor's telephone or internet rates, or provide a POC to research the cost of these services. Does the Government have updated information about the incoming Contractor responsible for providing these services to the base?
Government Response: The official notice of the conclusion of contract with Satellite Communication Systems Incorporated (SCSI) is included as an Attachment to this amendment. The new rates are not available at this time; therefore, Offeror's shall use the current SCSI rates as part of their FFP. The Contractor may be entitled to an equitable adjustment if there are substantial changes in telephone service rates.

58. Question: Technical Exhibit 10, Transportation of personnel. Air travel to and from the base is limited with demand often in excess of supply." We have been informed that the AMC flight currently operates as "space available", with Contractor personnel being placed in the lowest priority. In addition, IBC is currently booked up to five (5) plus weeks in advance. We are required to submit proposed staffing, which will require recruiting personnel not currently residing on the island. Will the Government please provide information on how the Contractor can guarantee travel to the island for proposed staff? The ability to transfer personnel to the island appears to be completely out of the Contractor's control, making preparation difficult. Are their alternate means of transporting personnel to the island other than IBC or AMC?
Government Response: Contractors are not the lowest priority for AMC flights. If the Contractor is not flying space "A", the Contractor is considered the same priority as military with orders; therefore, seat availability should not be an issue. IBC Air requests that you provide 3 weeks advance reservations. IBC Air also has charter flights available from Fort Lauderdale to U.S. Naval Station Guantanamo Bay. There are no other airlines that fly to U.S. Naval Station Guantanamo Bay.

59. Question: Technical Exhibit 10, "Petroleum Products: Sale of Petroleum products is available to Contractor from the Navy Exchange (NEX) at prevailing local retail rates. Contact the NEX at (011) 53-99-74115 for more information." We are aware of other Contractor's authorized to utilized Government-Owned fuel pumps for fueling vehicles utilized by the Contractor for official business. Will the Contractor be able to purchase fuel from the Government (including the use of assigned fuel keys to vehicles) for this contract?
Government Response: Yes. The Contractor may purchase fuel at the Navy Exchange gas station and shall apply to Defense Logistics Agency (DLA) for assigned fuel keys.

60. Question: Will the Government inform bidders if the incumbent intends to sell their equipment if they lose the re-compete?
Government Response: No. Bidders are required to notify the incumbent directly regarding their equipment.

REV EVAL OF COMMERCIAL ITEMS#2
52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered and will be the Lowest Price Technically Acceptable (LPTA) Offer.

Only those Offerors with an acceptable rating for each non-cost factor will be considered further for award on initial offers. Unacceptable offers cannot be accepted unless discussions are held and Offerors are provided the opportunity to submit revised proposals. Once non-cost factor ratings have been established, award will be made to the lowest price technically acceptable (LPTA) Offeror.

Note: If the Offeror receives an unacceptable rating in any one factor and/or sub-factor, they will be considered overall "Unacceptable" and will not be considered for award.

The following factors shall be used to evaluate offers:

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

FACTOR 1 - Evaluation of Technical Capability. The Government will evaluate Technical proposals on the basis of Sub-factor 1, Technical Approach, Sub-factor 2, Transition Plan, Sub-factor 3, Quality Control, Safety and Hazardous Plan and Sub-factor 4, Staffing Plan with Key Personnel. For evaluation purposes, an "Acceptable" or "Unacceptable" rating will be assigned to each Sub-factor as described in Table-1 below.

Further, technical capability will be determined solely on the content and merit of the information submitted in response to the Request for Proposal (RFP). Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of Offeror's technical capability.

For a Technical Proposal to be "Acceptable," all Sub-factors shall be "Acceptable."

Table-1: Technical Acceptable/Unacceptable Ratings

Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Sub-factor One: Technical Approach: Although the Contractor is responsible for performing all of the requirements within the Performance Work Statement (PWS), the Offeror's technical approach will be evaluated solely on the PWS requirements under Sections C 12.0 through C 14.0. The Offeror shall demonstrate an understanding of the solicitation requirements by describing in detail, their approach and plan to perform and manage the work specifically required by the PWS under Sections C 12.0 through C 14.0. The technical approach must identify the methodology and analytical techniques the Offeror will use to fulfill the PWS requirements under Sections C 12.0 through C 14.0. The proposal must contain enough detail so as to demonstrate a firm understanding of the PWS under Sections C 12.0 through C 14.0.

Sub-factor Two: Transition Plan: The Offeror shall develop a transition plan detailing the transition process in accordance with Section C 5.0 of the PWS establishing a fully operational organization by the full performance period start date. An acceptable Transition Plan must demonstrate all phases of contract implementation and key events from the time of contract award until the performance start date. The Offeror shall comply with all applicable DoD security regulations and procedures during the performance of this contract. The proposal shall include Offeror's cognizant security office information (Name, Address and Zip Code).

Sub-factor Three: Quality Control, Safety and Hazardous Plan: The Offeror shall ensure quality service is maintained to perform services that meet the contract requirements throughout the life of the contract. The Offeror shall prepare a Quality Control Plan, Safety Plan and Hazardous Plan. The plans shall, at a minimum, discuss the Offeror's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements and maintaining the plans. The plans shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

Sub-factor Four: Staffing Plan with Key Personnel: The Offeror must provide a comprehensive and detailed approach to staffing the contract. The Staffing Plan shall address the Offeror's proposed organizational structure and management of the contract in order to ensure successful performance of the contract. This include lines of responsibility, authority (supervisory chain), and communication through which the work will be performed. The Offeror must also address what role, if any, any proposed subOfferors will play, their relationship with the prime Offeror and how their work will be managed.

The Offeror shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The Offeror shall provide the labor category or categories that they intend to utilize during the performance of this contract. The proposed labor category or categories shall be evaluated to determine sufficiency in knowledge and skills required to successfully complete all tasks. The staffing level the Offeror proposes shall be sufficient to successfully accomplish the required tasks with minimal risk. A resource tool is provided in Technical Exhibit 11.

The Offeror shall submit resumes for key personnel that adequately describe the qualifications and expertise of proposed key personnel with regards to the requirements listed in the PWS. If key personnel are not currently employed by the Offeror, letters of intent to be employed for each key personnel shall be included. Key personnel are defined in Section C 22.2 of the PWS.

RESUMES (*Limit to 5 pages per proposed employee. Resumes will not count against page count for Technical Proposal*): Offerors shall submit resumes for key personnel proposed and the resumes shall demonstrate that the proposed candidate/s meets or exceeds the required educational and experience levels identified in the PWS.

FACTOR 2-PAST PERFORMANCE:

In their proposal, Offerors shall include reference information as indicated in their Offeror Performance Information Data Sheets. Offerors shall provide information on up to three (3) previous Government contracts whose effort was relevant to the effort required by this solicitation; the contracts provided shall have been performed within the last three (3) years from the solicitation closing date. The information shall include contract numbers, point of contact with telephone numbers and other relevant information. The Government may evaluate an Offeror's past performance on less than the maximum possible number of references. If the Offeror has not had at least three (3) Government contracts within the last three (3) years, information on relevant subcontracts and/or commercial contracts may be submitted instead (the information must be clear whether the work by the Offeror was done as a

prime Offeror or a subOfferor). Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. For each contract provided as a reference, the Offeror shall provide a completed Contractor Performance Information Data Sheet, Attachment 1.

In addition to the information requested above, Offerors shall send a Past Performance Evaluation Survey Form to each reference it lists on their Contractor Performance Information Data Sheet. The Past Performance Survey Form is provided in Attachment 2 and shall be completed by the Offeror's references and submitted directly to the Contracting Officer. These surveys shall be emailed to the attention of Elaine.Florence@navy.mil no later than the due date of this solicitation. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to Offeror Performance Assessment Reporting System (CPARS), Past Performance Information Retrieval System (PPIRS) and Federal Awardee Performance and Integrity Information System (FAPIIS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

Past Performance will be rated on an "Acceptable" or "Unacceptable" basis using the ratings in the table below.

PAST PERFORMANCE EVALUATION RATINGS:

Rating	Description
Acceptable	The Offerer's response and other information provided to the Government indicate an acceptable past performance in meeting the requirements of this acquisition. The Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note below.)
Unacceptable	The Offeror's past performance record indicates unacceptable performance based on data submitted and/or other information provided to the Government as the basis of unacceptability. The Government has no reasonable expectation that the Offeror will successfully perform the required effort.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorable or unfavorable on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

FACTOR 3: PRICE:

The Government reserves the right to award a contract on the basis of initial offers received without discussions in accordance with FAR 15.306. Therefore, each initial offer shall contain the Offerors best terms from the ability to meet the selection criteria and provide the best possible services to the Government. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

An Offeror's proposed prices will be determined by multiplying the quantities identified in the Schedule by the proposed unit price for each Contract Line Item Number to confirm the extended amount for each. The Government will evaluate price to determine the following:

1. Completeness: All price information/data required in the solicitation has been submitted. For all items in the schedule, the unit price will be multiplied by the quantity for each line item for the base and all option years. All CLINs as stated in the solicitation shall be priced except for Reimbursable CLINs 0015, 1015, 2015, 3015 and 4015. **SubCLINs are for funding purposes only and shall not be priced.** The Price Proposal shall include the Offeror's proposed total amount showing the sum of all CLINs.

2. Reasonableness: Price is fully justified and supported and is considered fair under current market conditions as well as reasonable to both the Offeror and the Government. Reasonableness may also be determined by comparing the proposed pricing with Government estimates and/or other offers received. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the Contracting Officer determines that the lack of balance proposes an unacceptable risk to the Government. In accordance with FAR 15.404-1(g)(2) a price analysis will be conducted on the individual CLINs to determine whether unbalanced pricing occurred.

3. Pricing shall be firm-fixed pricing and include all labor, material, and consumables required to perform the work listed in the performance work statement. Pricing shall be structured in accordance with the bid schedule of the SF 33. Offerors shall return fully executed CLINS to include a unit price and total extended prices in accordance with the bid schedule provided in the solicitation and a total amount showing the sum of all line items. Failure to submit a price for any CLIN could result in the proposal being considered unacceptable. The price proposal shall be submitted as a separate file.

Evaluation of the price proposal will include the following for all Reimbursable CLINs. **No other price shall be submitted in the Offeror's Price Proposal for the below CLINS**.

CLIN 0015 Base Year: $1,000,000.00
CLIN 1015 Option Year I: $1,000,000.00
CLIN 2015 Option Year II: $1,000,000.00
CLIN 3015 Option Year III: $1,000,000.00
CLIN 4015 Option Year IV: $1,000,000.00

Failure to furnish the price proposal in accordance with the instructions above shall render the proposal unacceptable.

The Government will evaluate offers for award purposes by adding the total price for all options, including the potential six months option period available under FAR 52.217-8, to the total price for the basic requirement. The fourth option period will have an 12-month period of performance. The pricing used for the option under FAR 52.217-8 will be based on the fourth option period monthly unit price multiplied by six (6) for all CLINs except the Reimbursable CLIN. The price for the Reimbursable CLIN will be $500,000.00.

(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.

NOTE: OFFEROR RESPONSIBILITY
To be eligible for award of a contract hereunder, an Offeror must be determined by the Contracting Officer to be a responsible prospective Offeror IAW FAR 9.104-1. **Offerors shall include in their Price Proposal a letter from their financial institution validating the firm's financial competency.**

To be determined responsible, a Offeror must:

(a) Have adequate financial resources to perform the contract, or the ability to obtain them; please provide Financial Information to include the name of the bank with point of contact.

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Have a satisfactory performance record;

(d) Have a satisfactory record of integrity and business ethics;

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures and safety programs applicable to materials to be produced or services to be performed by the prospective Offeror and subOfferors.

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(End of provision)

REV PWS #2

PERFORMANCE WORK STATEMENT
Port Operation Services
Naval Station Guantanamo Bay, Cuba

C 1.0 OVERVIEW

C 1.1 General. The services to be furnished under this contract include operation of multiple watercraft and boats, related maintenance services, port operations, and waterfront administration in support of United States Naval Base (USNB) at Guantanamo Bay (GTMO) Cuba. The Contractor shall be responsible for the operation, preventive, predictive, corrective maintenance of various watercrafts, boats and equipment, industrial marine repair services and shall provide port operations services. Services shall be provided on a "turn-key" basis with the Contractor providing all necessary management expertise, personnel, supplies,

tools, equipment and vehicles unless otherwise specified in this contract as Government equipment furnished. The Contractor shall plan, schedule, coordinate and ensure effective completion of all services described herein. This includes, but is not limited to the following fifteen (15) primary tasks:

(1) Provide ship movement operational support per section C 6.0.

(2) Provide ferry services operational support per section C 7.0.

(3) Provide Facility Response Team (FRT) services per section C 8.0.

(4) Provide berth day operational and maintenance support per section C 9.0.

(5) Provide harbor security boat operational and maintenance support per section C 10.0.

(6) Ensure the cleanliness of assigned watercraft, boats, and equipment per section C 11.0.

(7) Perform maintenance on boats, waterfront equipment, oil spill response, and service craft per section C 12.0.

(8) Schedule and perform hull cleanings and maintenance availabilities on service craft, LCU, and LCMs and YTBs per section C 13.0

(9) Perform industrial marine repair services per section C 14.0.

(10) Provide Severe Weather support per section C 15.0.

(11) Provide transportation support per section C 16.0.

(12) Provide material handling support per section C 17.0.

(13) Provide property administrative services per section C 18.0.

(14) Provide supply and configuration support per section C 19.0

(15) Ensure safety and quality control standards per section C 21.0

C 2.0 REGULATORY COMPLIANCE

C 2.1 The Contractor warrants that all aspects of performance shall be in full compliance with all applicable international conventions and all applicable laws, regulations, permits and other requirements of the United States including all applicable Federal, local, Department of Defense (DoD) and United States Coast Guard (USCG) regulations.

C 2.2 The Contractor shall not pollute the environment. The Contractor warrants that it will avoid all pollution and is in compliance with all DoD, Navy, EPA, OSHA, and local base instructions. The Contractor shall be responsible for all spills that they cause into the environment and shall immediately notify USNB GTMO of any spill. The following list is illustrative of the pollution regulations with which the Contractor must comply:

C 2.2.1 Hazardous material management and waste disposal shall be in accordance with all DoD, Navy, and base regulations. The Contractor shall comply with the Final Governing Standards (FGS)for GTMO, Clean Water Act, the Oil Pollution Act of 1990, 33 U.S.C. §§2701 et seq., (OPA 90), MARPOL Annex I (which prohibits all discharges of oil in special areas), and all applicable statutes and supporting U.S. Coast Guard regulations. Additionally, for hazardous materials used and/or generated during operation and/or maintenance including shipyard periods, the Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Clean Air Act, the Clean Water Act, OPA 90, and all other applicable statutes and regulations.

C 2.2.2 Contractor-operated vessels shall handle spill prevention in accordance with DoD, Navy, local instructions, NAVSTAGTMO Spill Prevention and Response Plan and OPNAVINST 5090 series guidance.

C 2.2.3 All coatings shall be in compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) under the Clean Air Act.

C 3.0 GOVERNMENT FURNISHED EQUIPMENT, SUPPLIES AND SERVICES

C 3.1 The Contractor shall take custody of the Government-furnished watercrafts and equipment listed in Technical Exhibits 1 and 3. At vessel turnover, the Government warrants that the platforms are in good material condition, safe to perform all missions and that equipment is in proper working condition. For the purposes of this contract, the terms vessel, boat and watercraft are synonymous.

C 3.2 Facilities. The Contractor will have use of Government-owned facilities in support of this contract. The Contractor will be responsible for providing all cleaning, supplies and janitorial services for these spaces, and supporting the USNB Zone Inspection Program (COR will provide schedules and instructions). On a monthly basis, the Contractor shall inspect the fire extinguishers in the assigned areas and identify any deficiencies to the COR. The Contractor is required to conserve energy and water to the maximum extent practical in accordance with the Base Energy Conservation Regulation. The Contractor shall observe the Base Energy Conservation Regulation and shall post this instruction for employees to read. The Contractor shall not modify or renovate any of the buildings without the approval of the Contracting Officer (KO). Technical Exhibits 2 and 2A provides a list and area maps of the Government-furnished Facilities.

C 3.3 The Government will provide the following services within GTMO. For those items requiring disposal, the Contractor shall deliver the items to the location identified by the Government.

(1) Electricity
(2) Fuel Oil - DFM (F76), JP5 and MOGAS for Government-owned vessel/craft operations.
(3) Lube Oil (for Government-owned craft) as part of corrective maintenance not preventive maintenance.
(4) Hydraulic Oil, Transmission Fluid, Steering Fluid, Grease for corrective maintenance not preventive maintenance.
(5) Potable Water
(6) HAZMAT Disposal for HAZMAT generated during normal operations
(7) Garbage Disposal
(8) Sewage Pumpout and Disposal
(9) Pier space to moor vessels utilized in support of this contract
(10) Diesel Engine Inspectors
(11) Oily Waste Disposal
(12) Mobile Crane Services when approved by the COR

C 4.0 CONTRACTOR-FURNISHED EQUIPMENT AND SERVICES

C 4.1 General Requirements. The Contractor shall be responsible for operating, navigating, and maintaining various watercrafts, boats and equipment as well as performing port services functions, as outlined in this contract. The Contractor shall maximize the use of personnel resources to cross deck people (as qualified) to the greatest extent possible.

C 4.2 The Contractor shall provide all Automated Data Processing (ADP) for unclassified information necessary to support this contract. This can include, but is not limited to computers, hardware, printers, scanners, copiers, LAN systems, commercial software, etc. The Contractor shall maintain an open connection at all times to an Internet Service Provider (ISP) to provide continuous email connectivity and effective and efficient use of the web based commercial maintenance program. The maintenance program will require a minimum of 10mb/2mb and 15gb throughput. The Contractor will not be provided a Navy-unique email address.

C 4.3 The Contractor shall be responsible for landline telephone services (local and long distance).

C 4.4 The Contractor shall provide cell phones for all key personnel. Cell phones and service shall be included in the FFP. Price information for cell phones is contained in Technical Exhibit 10.

C 4.5 Management and Authority.

C 4.5.1 Project Management Support. The Contractor shall designate an individual as the Project Manager (PM) on-site for this contract. The PM shall be the Contractor's point of contact with the Contracting Officer and the COR in matters concerning this contract. The PM shall have the authority to commit the Contractor in all matters related to this contract. The PM shall be responsible for coordinating, formulating, disseminating and implementing all contract requirements issued by the Government.

C 4.5.2 Boat Operator Authority. A boat operator ("Operator") is defined as a person who is responsible for the operation of any vessel being used in support of this contract. The Operator is responsible for the navigation and care of the vessel as well as the safety of personnel embarked. The Operator shall execute his duties in accordance with U.S. Coast Guard rules and regulations as well as other federal, state and local laws. The Operator has the sole authority for safeguarding embarked personnel and the vessel assigned to his/her custody. The Operator has the authority to abort operations when there is a clear and present danger to safety of embarked personnel and/or his/her assigned watercraft.

C 4.6 Emergency Contact. The Project Manager (or designee with the same authority) must be available to be contacted 24 hours a day, 7 days a week to respond to emergency situations.

C 4.7 Readiness. The Contractor shall ensure that the craft and crew are maintained in such that they are ready to support operational requirements in accordance with contract requirements. The Contractor shall submit a boat/equipment non-availability notice to the COR verbally, in writing, or via e-mail no later than one hour after any boat and/or equipment failure or damage occurs. Verbal notifications shall be followed-up with written or email notification to the COR within 4 hours after any boat and/or equipment failure or damage occurs.

C 4.8 Normal hours of operation for Naval Station port operations are Monday through Friday, 0800-1600. Normal hours of operation for each service are identified in the sections that describe the service. Government Holidays will be considered non-normal working hours except for those services that are required every day of the year. Vessels will require a 30 minute warm up and cool down period to allow engine and system parameters to reach normal.

C 4.9 Flex Time: The start of normal hours of operation can change on a daily basis, as required by the Government. Unless otherwise specified, the earliest the workday can start is 0500 and the latest is 0900. The Government will provide two (2) calendar days notice prior to changing the flextime schedule. Each service and/or vessel defined herein may have a unique flextime schedule.

C 4.10 Sounding and Fire Watch. The Contractor shall provide a roving sounding and fire watch outside of normal hours, which are specified in Section C 4.8, 7 days a week, all days of the year. At a minimum, each vessel and assigned facility shall be checked every other hour, for bilge levels, shore power hoses, mooring lines, water leaks, presence of smoke or fire and any normal conditions. For safety purposes, a minimum of two Contractor personnel is required for every watch.

C 4.11 Due to mission requirements and location of GTMO, the workload can be dynamic. The Government reserves the right to require the Contractor to perform additional Port Operations Functions in support of GTMO, including, but not limited to additional boat operations, additional maintenance on boats, growth work, towing, migrant operations support, travel lift overhaul, and Government directed special requirements. The Contracting Officer, in accordance with the Changes Clause, will negotiate any change to port operations functions.

C 4.12 Force Protection supplies/services. The requirements for force protection of ships and facilities are rapidly changing. If additional supplies and services within the general scope of the contract are required by the Contracting Officer, the required supplies and or services will be added to the contract through a negotiated modification.

C 5.0 TRANSITION

C 5.1 The Contractor shall complete all training and familiarization in order to support the below timelines. The Contractor shall develop a transition plan detailing the transition process, including but not limited to

hiring, Subcontractor arrangements, training and qualifications, obtaining vehicles, weight handling equipment, manlifts, turnover of GFE, island clearances, and housing accommodations, etc. The Government may accelerate the transition schedule given below under the Changes clause at a rate to be negotiated.

C 5.2 Anticipated Contract Award: 3 October 2016

C 5.3 To ensure the continuity of services are maintained at the required level of proficiency, the Contractor shall provide a transition period from 1-30 November 2016 with the incumbent. The incoming Contractor shall work with the incumbent to prepare to assume full responsibility for all areas of operations and maintenance. Although the incoming Contractor and the incumbent will work together during the transition period, the incumbent will retain full responsibility during this transition time period. The Contractor assumes responsibility for 100% of contract performance on 1 December 2016. All transition activities must be completed prior to start date of this contract. The Contractor shall provide a Firm Fixed-Price for phase-in services. The full performance period will commence on 01 December 2016, with the transition period scheduled to commence on 01 November 2016. The transition schedule will be mutually agreed to by the Contracting Officer, Contracting Officer Representative (COR) and the Contractor to make best use of the capabilities and skills of the Contractor personnel.

C 5.4 During the final week of the contract period of performance, the Contractor shall provide a complete, written updated Technical Exhibits 3 and 5 of all Government-furnished equipment and materials provided under this contract. If the incumbent Contractor is awarded the new contract, the final inventory shall be conducted with the COR or ACOR. If the incumbent is not awarded the new contract, the incumbent shall conduct a joint inventory with the incoming Contractor and the COR or ACOR.

C 6.0 SHIP MOVEMENT SUPPORT - HARBOR TUGS, PUSHER BOAT, PILOT, LINE HANDLERS

C 6.1 The Contractor shall provide Harbor Tug and pusher boat services utilizing YTB-820, YTB-824 and YTB-831.

C 6.2 Normal hours of operation for the harbor tugs and pusher boat are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C 6.2.1 The Contractor shall operate and maintain two harbor tugs simultaneously during normal hours. The third harbor tug will be in reduced operating status for maintenance by the Contractor. Reduced operating status (ROS) for the tug is defined as the amount of maintenance necessary to ensure that the material condition of the tug does not degrade and the equipment/systems could be activated within seven days. The Government will provide seven days notice to activate the tug in ROS (and place another tug in ROS).

C.6.2.2 The Contractor shall provide harbor tug services during normal hours within 30 minutes of request and during non-normal working hours the tugs shall be ready for service within 2 hours of request by the COR. Contractor can expect 300 annual ship movements during normal working hours and 60 annual ship movements during non-normal working hours.

C.6.2.3 A minimum crew of four is required for operation of each harbor tug (1 Tugmaster, 1 Chief Engineer, 1 Oiler Electrician, and 1 Deckhand).

C.6.2.4 The following list is illustrative of the services to be performed by tugs under this contract:

1) Towing, twisting, mooring, berthing, docking, streaming, shifting, assisting, pulling, and escorting vessels, barges, submarines, crafts, hulls, sleds, derricks, lighters, and objects of whatsoever nature including anything carried thereon. The Government reserves the right to direct the Contractor to use the tugs separately or jointly with other tugs in the performance of any services listed in this Contract. Towing may include origin and destination locations offshore. The Government directed work shall be added to the contract through a negotiated modification and shall be invoiced under the Reimbursable CLIN.

2) Transfers of pilots and Government Personnel by vessel.

3) Tug emergency support services, including responses to weather conditions threatening vessels, piers, dry-docks, or shore facilities; shipboard fires; vessels aground; vessel equipment failures; downed aircraft; oil spills; missions of mercy; collisions; ammunition mishaps; and search-and-rescue operations and shipboard casualty or National Defense Emergency.

4) Line handling.

5) Within the geographical region of the Caribbean, the Contractor shall provide assistance with vessel(s) which are ordered to any berth, dock, anchorage, wharf, open roadstead, submarine line, or alongside any vessel, barge, lighter, submarine, craft, hull, derrick, or object of whatsoever nature that the Government may direct, provided the vessel can lie always safely afloat except in harbors or waters where groundings are custom of the port.

C 6.3 Pusher Boat Services. The Contractor shall provide pusher boat services at GTMO using Government-furnished pusher boat.

C 6.3.1 The Contractor shall operate and maintain the Government Furnished pusher boat (PB-1/ Vessel number 74CM831).

C 6.3.2 The pusher boat shall be used to perform miscellaneous tasks, including, but not limited to movement of waterborne items, docking of vessels, movement of small cargo, line handling, etc.

C 6.3.3 The Contractor shall provide pusher boat services during normal working hours within 30 minutes of request. Contractor can expect 60 annual pusher boat services during normal working hours. The Contractor is only required to operate one harbor tug when the pusher boat is operating.

C 6.3.4 Pusher boat services during non-normal working hours shall be provided within 4 hours of notice by the COR. Contractor can expect 45 annual pusher boat services during non-normal working hours.

C 6.3.5 A minimum crew of three is required for operation of the pusher boat (1 Coxswain, 1 Oiler Electrician, and 1 Deckhand).

C 6.4 The Contractor shall assist the Government Dockmaster with mooring ships at GTMO.

C 6.4.1 The Contractor shall coordinate and provide all necessary line handling services. A maximum of 10 line handlers will be required at any one time. Unless there is an emergency, the Contractor will be given at least four hours advance notice.

C 6.4.2 Line handler services are typically required during normal working hours; however, the services must be available during non-normal working hours to assist with vessel arrivals and departures. The Government estimates 300 annual ship movements of which 60 ship movements per year will occur after normal working hours and on weekends and Federal Holidays. Typically between 4 and 10 line handlers will be required.

C 6.4.3. During all operating hours, the line handlers shall be on station no less than 15 minutes prior to the scheduled arrival/departure of the vessel. The COR or designee will schedule the line handling services with the Contractor.

C 6.5 The Contractor shall be responsible for storing, maintaining in accordance with Section C 12.0, transporting, and staging of Government-furnished shore power cables and cradles for ship-to-shore power, brows and brow stands and portable fenders. The Contractor shall not be responsible for the quality or capacity of ship-to-shore power. The Contractor shall not connect or disconnect shore power, or place brows and brow stands on ships.

C 6.6 Harbor Pilot Services. The Contractor shall provide a Harbor Pilot for GTMO and can expect approximately 80 ship movements per year that requires these services. Vessels request Pilot services prior to arrival and departure through Port Control.

C 7.0 BERTH DAY SUPPORT - FERRY SERVICES

C 7.1 The Contractor shall provide ferry services at GTMO using the Government-furnished ferries listed below.

C 7.1.1 Two Government-furnished Yard Ferry Boats (YFB-92, YFB-93);

C 7.1.2 Three Government-furnished utility boats (UB) (GTMO-5, GTMO-6 & GTMO-7);

C 7.1.3 Two Government-furnished Landing Crafts (LCU1675 & LCM8-4).

C 7.2 The ferry service primarily provides passenger, vehicle, cargo and equipment transportation between the Windward and Leeward side of GTMO at designated ferry landings. Normal ferry operations are set forth in Technical Exhibit 7; however, the scheduled arrival/departure times may be changed by the COR and the scheduled hours of operation may be changed to support the different missions in GTMO as directed by the Contracting Officer with 24 hours' notice. The maximum numbers of vessels in operation at one time are 3 YTB's, 1YFB; 2 YTB's, 1YFB and 1 PB: 1 YFB, 1 LCU and 2 UBs; 2 YFB's, 1 LCU, 1 LCM8 and 2 UB's.

C 7.3 For ferry services, the Contractor shall operate as described below.

C 7.3.1 The Contractor shall be responsible for the safe loading and embarking /debarking of personnel and vehicles on the ferry in accordance with general guidance provided by the COR.

C 7.3.2 Additional non-normal ferry operations shall be provided within two hour notice. Contractor can expect non-normal ferry runs to average twelve per month. Examples are medical evacuations, personnel movements, ammo load outs, and/or fuel tankers. As a contingency plan, the Contractor may be tasked with additional ferry operations to support migrant operations that could run 24 hours per day, 7 days a week. The migrant operations ferry schedule will be coordinated between the Contractor and the COR based on support required and sustainment of operations. Crew rest and maintenance will be addressed in the schedule.

C 7.3.3 The Contractor shall also operate the boats/crafts to support various general harbor work in addition to non-normal ferry runs. Examples are sand and gravel truck movements and equipment movements. An average of 4 per month can be expected.

C 7.3.4 A minimum crew of four is required for operation of each YFB and LCU (1 Craftmaster, 1 Loadmaster, 1 Chief Engineer, and 1 Oiler/electrician), and a minimum crew of three is required for operation of the UB and LCM (1 Coxswain, 1 Engineer, and 1 Bow hook/Stern hook).

C 8.0 BERTH DAY SUPPORT - FACILITY RESPONSE TEAM (FRT) SERVICES

C 8.1 The Contractor shall provide waterborne FRT services at GTMO utilizing Government-furnished vessels and equipment. FRT response services and training shall be in accordance with OPNAVINST 5090.1D. (OPNAVINSTs are available on the Internet at the following website: http://www.fas.org/irp/doddir/navy/opnavinst/index.html.

C 8.2 Contractor shall provide waterborne FRT services twenty-four (24) hours per day, seven (7) days a week. Immediate response is required within 1 hour of notification of a spill to deploy 1000 feet of oil boom to start containment.

C 8.3 Under FRT services, the Contractor's responsibilities include, but are not limited to, the following:

C 8.3.1 Responsible for investigating reports of possible spills and report the details of the spill, source, size, estimated amount and type of product. If there is a spill, the Contractor shall respond in accordance with Section C 8.1.

C 8.3.2 Responsible for containing waterborne spills and recovering product from the water. The Contractor may be required to work and train with other agencies or departments that also have oil spill response capabilities.

C 8.3.3 Responsible for preventive containment booming/un-booming of ships, submarines, barges, and facilities including booming of strategic response locations within 1 hour of receipt of request.

C 8.3.4 Contractor shall boom ships with containment boom when vessels are scheduled to transfer liquid cargo with a petroleum, oil or lubricants (POL) base or components. Typically all vessels will be boomed after arrival. Continuous containment is required 360 degrees around the vessel. If 360 degree booming is not possible or practicable, the Contractor must notify the COR immediately.

C 8.3.5 Responsible for ensuring FRT personnel are trained and equipped in accordance with the position descriptions listed in the Facility Response Plan (FRP) and qualified in accordance with Section C 22.

C 8.4 The Contractor shall be qualified in accordance with Section C 22.0 Personnel Requirements and maintain in accordance with Sections C 11.0 and C 12.0, the six Oil Spill Response Government-furnished boats (Boom Boat-1, Boom Boat-2, Fast Boat-1, Platform-1, Platform-2, (2) Pumper Trucks, and Skimmer), trailers, spare engines, boom reels and associated equipment and booms. Oil Spill Response Boat crewing. A minimum crew of two (1 Coxswain and 1 Deckhand) is required to operate each boat except for the platform boats which require a minimum crew of three (1 Coxswain and 2 Deckhands).

C 8.5 The Contractor shall provide an Oil Spill Report consisting of an itemized accounting of all costs including materials and man-hours associated with an oil spill response situation.

C 8.6 The Contractor shall participate in regional training, exercises and other spill response training as required by the COR.

C 9.0 BERTH DAY SUPPORT – BERTH DAY BOATS, DIVE BOATS AND SERVICES

C 9.1 Dive Boats The Contractor shall maintain the two dive boats (DV-1, DV-2) and trailers, including spare engines in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boats as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements. The Port Operations department military personnel will operate the dive boats for all other uses.

C 9.2 GTMO Captain's Gig Maintenance. The Contractor shall maintain the Captain's Gig in accordance with Sections C 11 and C 12. The Contractor will be required to operate the Gig as necessary for maintenance. The Port Operations department military personnel will operate the Gig for all other uses.

C 9.3 Port Service Boat The Contractor shall maintain the Port Services Boat (PSB) and trailer, including spare engines, in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boat as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements. The Port Operations department military personnel will operate the port service boat for all other uses.

C 9.3.1 In accordance with the procedures identified under Property Administration (Section C18), Government personnel will check out/check in the port services boats with the Contractor.

C 9.4 The Contractor shall provide trash removal services within the waters of GTMO (see Technical Exhibit 2A) using Government-furnished vessels. This service includes waterborne trash removal and obstructions to navigation and floating debris. The Contractor is responsible for disposing of the trash and debris in an area adjacent to the waterfront as specified by the COR. The Contractor is not required to haul the trash to a landfill.

C 9.5 The Contractor shall relocate, as directed by the COR, all boats and the miscellaneous equipment that supports the Port Operation Department. Relocation of these items can include movement by water.

C 10.0 HARBOR SECURITY BOATS

C 10.1 Security Boats. The Contractor shall maintain the four security boats (HP-1, HP-2, HP-3, and HP-4), trailers, boat lifts, transports and spare engines. The Security Department will operate the security boats for operational purposes. The Contractor will be required to operate the boats as necessary for maintenance. The

Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

C 10.2 Normal hours for providing maintenance services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C 11.0 GENERAL EQUIPMENT STANDARDS

C 11.1 The Contractor shall operate Government equipment furnished, watercraft and boats in accordance with the original equipment manufacturer's technical manuals and specifications.

C 11.2 Watercraft Standards of Appearance. All watercraft shall be maintained in a neat sanitary condition with all loose gear, equipment and tools stowed in a safe, secure, and orderly fashion. All bright work shall be kept shined and all labels and stencils shall be kept clearly legible.

C 11.3 Hull and weather decks. The exterior hull, weather decks and superstructure, including ladders, booms, winches, capstans, and all other deck fittings, shall be maintained in a clean, rust free condition. Waterline and draft marks shall be repainted with sufficient frequency to ensure a high standard of appearance and vessel smartness. The national ensign, jack, pennants, and signal flags shall be clean and un-tattered. All craft shall be washed down with freshwater on a weekly basis.

C 11.4 Mooring lines shall be maintained in a clean and serviceable condition. Rigging and ground tackle shall be maintained in accordance with manufacturer's recommendation. All rigging and ground tackle shall be regularly inspected and maintained to be clean and rust/corrosion free condition.

C 11.5 Engineering spaces. Engineering spaces shall be maintained in a neat, clean, oil-free condition with bilges dry or at the minimum practical level, and oil-free. Attention shall be given to small leaks, insulation and lagging, painting and preservation, equipment stowage, and similar housekeeping items. Machinery shall be maintained to original equipment manufacturer's specifications and professional marine engineering standards of material condition and readiness required for mission performance. Packing glands, guards, and other similar items shall be routinely maintained. Constant attention shall be given to maintenance and repair actions that impact safety. Surface coatings shall be maintained in accordance with applicable vessel technical manuals and Naval Ships Technical Manual (NSTM) 631. Status boards, posted instructions and diagrams shall be neatly and accurately maintained.

C 11.6 Interior spaces. All interior spaces shall be maintained in a clean, corrosion/rust-free and properly painted condition. Decks and ladders shall be maintained free of tripping and slip hazards. Ship's furniture shall be maintained in good repair. All interior bright-work shall be regularly shined.

C 11.7 The Contractor shall maintain all waterfront and oil spill response equipment that includes brows, brow stands, shore power cables, hoses, boom reels, vacuum trucks, OSR conex boxes, and boom in good condition. This includes preservation, cleaning, maintenance and repair. Shore power cables and cradles shall be protected from damage and stored out of exposure to the sun.

C 12.0 MAINTENANCE OF GOVERNMENT FURNISHED, BOATS, WATERFRONT EQUIPMENT, OIL SPILL RESPONSE EQUIPMENT AND SERVICE CRAFT

C 12.1 General. The watercraft, systems and equipment, and other assigned port service areas and equipment shall be maintained in accordance with original equipment manufacturer's specifications, the Joint Fleet Maintenance Manual (JFMM) Volumes IV, V, VI, and applicable NSTM's. The Contractor shall accomplish maintenance and repairs approved by the Navy planning yard on vessel hulls, equipment and systems as directed by the Contracting Officer and Contracting Officer Representative. If a part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in paragraph Section C 19.1.1.

C 12.2 Senior Maintenance Engineer. The Contractor shall assign a senior maintenance engineer to coordinate all watercraft and equipment maintenance and repair.

C 12.3 The Contractor shall perform a visual inspection of each vessel on a daily basis to record engine operating hours and to record the condition of the each boat. Vessels operated by the Government will be made available to the Contractor for these daily inspections.

C 12.4 Consumables required for operation of these boats (e.g fuel, mooring lines, fenders, lifesaving equipment, etc.) shall be purchased under the Reimbursable CLIN. Consumables required for vessel preventative maintenance shall be included in the Contractor's Firm Fixed-Price.

C 12.5 In accordance with the procedures identified in Property Administration, Government personnel will check out/check in the boats listed in Sections C9 and C10 from the Contractor.

C 12.6 The Contractor shall work closely with the COR to ensure that maintenance requirements do not interfere with operational requirements.

C 12.7 The Contractor shall maintain each craft's readiness for all operational requirements. The Contractor shall ensure that all equipment, machinery, and appurtenances of the craft, regardless of the frequency or importance of use, shall be maintained in the highest state of readiness. The Contractor shall be responsible for performing scheduled and unscheduled maintenance to ensure mission readiness 24-hours a day. Contractor will work with the COR on number of vessels that are down for maintenance after working hours.

C 12.8 Predictive, Preventive and Corrective Maintenance. The Contractor shall perform predictive, preventive and corrective maintenance as required to maintain each craft's equipment and systems and other assigned port service areas and equipment in a high state of readiness. This service shall ensure to the maximum extent possible continuing operation of the machinery, prolonging the life of the machinery, and to preclude breakdown of the machinery, unnecessary overhaul of major equipment, and excessive corrective maintenance of the machinery.

C 12.8.1 Predictive Maintenance. The Contractor shall collect lube oil samples for analysis on all lubricating and hydraulic oil systems. Contractor shall respond to and perform as necessary preventative and corrective maintenance as indicated by the analysis.

C 12.8.2 Preventive Maintenance. The Contractor shall perform all preventive maintenance on assigned watercrafts, systems and equipment, and other assigned port service areas and equipment.

C 12.8.3 Contractor Maintenance Plan. The Contractor shall utilize, "WheelHouse" commercial maintenance program and inventory control program to develop maintenance plans for each Government-furnished watercraft, service craft, waterfront equipment, oil spill response equipment and all other equipment that requires maintenance performed using manufactures tech manuals, existing maintenance requirement cards and good engineering practices. The Contractor will verify procedures, maintenance checks and documentation that support the maintenance prior to implementation. The Contractor shall include all inventory items in the commercial maintenance program.

The maintenance program must be able to accurately depict the status of each vessel and equipment, provide historical maintenance and repair data, total maintenance costs per boat or equipment, inventory and costs of parts used, labor hours estimated per maintenance check, actual labor hours used, part failure analysis, engine hours, scheduling of maintenance checks, number of checks completed on a monthly and annual basis. The Contractor shall upload all pertinent reference documentation that pertains to each vessel or equipment for easy reference to procedures, drawings etc. The program will also have the capability to assign vessels to a future planned phased maintenance availability or scheduled overhaul, this will allow building the work package for the future event and inputting all maintenance and repairs to that availability.

The Contractor shall procure the maintenance program through WheelHouse Technologies. The data in the program will belong to and be turned over to the Government at the end of the contract period. The WheelHouse Commercial Maintenance Program Base Year CLIN shall include the following implementation services: First year subscription; Vessel Walkdown and Facility Management Services; Inventory and Purchasing Module; Barcode Inventory Module; On-Site Training and Implementation Support. WheelHouse Option CLINs shall include annual subscription services. The Contractor will be responsible for internet connection that will support maintenance program as described in C 4.2. The Contractor shall include the internet support for the maintenance program in their Firm Fixed-Price under

the "Data" CLINs. Contractor shall have dedicated personnel to support maintenance scheduling, data entry to include common verbiage, accuracy of entries, completion entries, inventories and quality assurance checks.

Contractor is responsible to increase initial manning and administrative requirements to ensure the program is fully operational within 120 days of award. The Contractor will continue to perform required maintenance and repairs of all craft utilizing a local program until the commercial maintenance program is operational for the first 120 days.

The Government shall provide Diesel Engine Inspectors for those engines covered under the Navy's Diesel Inspection Program.

Contractor shall develop a phased maintenance plan/refurbishment cycle for boats that includes blasting, priming and painting vessel exterior and interior spaces, inspecting wiring and equipment and replacing as necessary. In between refurbishment cycles, the boats and equipment will have their hulls cleaned, visually inspected, spot preserved and equipment replaced as corrective maintenance if required. Plan will be developed annually with the COR.

C 12.8.4 Corrective Maintenance and Repairs. The Contractor shall accomplish all corrective maintenance and all repairs to ensure a high state of readiness of the craft, their systems and equipment, and other port services operations in accordance with the PWS.

C 12.8.4.1 Contractor will have the capability to perform corrective maintenance and repairs that includes such efforts as troubleshooting, disassembly, repair, replacement, assembly, startup, and adjustments. Typical examples of corrective maintenance are as follows: pump overhaul, injector replacement, gunwale repair, piping repair, valve overhaul or replacement, weld repairs, replacement of deteriorated metal, breaker or transformer replacement, electrical/electronic repairs, deck fitting repairs, stuffing tube replacement, leak correction, overhaul of engines and re-engine of vessels, air conditioning and refrigeration, hoses, cables, hydraulic systems, and etc.

C 12.8.4.2 Corrective maintenance and repairs shall be accomplished within 24 hours of identification unless approved by the COR and scheduled for a future date or availability in WheelHouse. The craft's material condition shall be maintained at full design operating level and ensure that further deterioration in the condition of equipment and systems does not occur. Contractor will be manned to respond immediately to corrective maintenance and repairs. There will be repair work that will be deferred to the next maintenance availability when parts can be obtained and sufficient vessel downtime can be established to affect repairs, and will be established with the COR.

C 12.9 Gauge Calibration. Calibration of gauges, micrometers, torque wrenches etc. shall either be provided by the Government utilizing the calibration facility at GTMO or shall be sent for calibration off-island. Off-island calibrations will be added to the contract through a negotiated modification.

C 12.10 Maintenance Personnel. The Contractor shall have sufficient personnel to perform all predictive, preventive, corrective maintenance and repairs. The Contractor's plan for managing predictive, preventive, corrective maintenance and repairs shall include the use of Contractor personnel to accomplish repairs considered being within their capability. The Contractor shall ensure the skill level of the personnel performing the work is commensurate with the technical difficulty of the work and that the repairs are of a lasting, high quality nature meeting the U.S. industry and Governmental standards. The Contractor shall provide sufficient shore side maintenance personnel, who are not permanently assigned to operating vessels, to accomplish all the predictive, preventive corrective maintenance and repairs as scheduled. Contractor shall respond immediately to vessel and equipment repairs and continue with preventive maintenance.

C 12.11 Contractor is responsible for periodic inspection, repair and annual cleaning of permanently installed waterborne boom and tiderisers.

C 12.12 Contractor is responsible for maintaining the six (6) Oil Spill Response container express (CONEX) boxes, and the supplies and equipment located in the CONEX boxes at various locations. Locations of the

CONEX boxes are listed in Technical Exhibit 3. The lockers will have an inventory placard located on the container. Oil Spill Response supplies will be purchased by the Contractor under the Reimbursable CLIN.

C12.13 Contractor shall perform the layup and/or maintenance actions required for disposal of excess watercraft that are under the custody of Port Operations. This work shall be performed on a not to interfere basis with the normal duties and will include minor maintenance, repair or preservation, removal of equipment, defueling and engine removal. The Contractor may be required to obtain special services for maintenance or repairs; and for testing and removal of hazardous materials. The additional work will be added to the contract through a negotiated modification in accordance with the Changes Clause.

C 13.0 SERVICE CRAFT, LCU AND MAINTENANCE AVAILABILITIES AND DOCKING REGULAR OVERHAULS (DROH)

C 13.1 Travel Lift Capability. The travel lift has the capability to remove all vessels from the water for docking with the exception of the YTBs. Contractor shall maintain and operate Travel lift in accordance with Section C 17.0.

C 13.2 Hull Cleanings. Vessels will be removed from the water and placed on blocks at least every 12 months for hull cleanings and visual inspections. Contractor will provide the schedule to the COR and include any corrective maintenance to be performed on each vessel during the hull cleaning. Any time a service craft is removed from the water the Contractor will dock the craft and provide a docking report to the COR in accordance with NSTM 997. The Contractor will develop a schedule for military divers at GTMO to perform waterborne hull cleanings and inspections on the YTBs. Schedule for military divers must be approved by the COR.

C 13.3 Maintenance Availabilities. The Contractor with the COR will schedule phased maintenance availabilities and take the vessels out of service for a short duration of 1-4 weeks subject to COR approval to complete corrective maintenance and approved alterations utilizing their industrial marine services. The phased maintenance availabilities are designed to perform all work that does not require a docking availability. An example of this work would be corrective maintenance that requires the craft to be out of service for 1-4 weeks, engine overhauls, bulwark repairs, deck repairs, generator work, preservation, piping replacements, A/C replacements, decking, vent ducting, electrical and above the waterline hull repairs. There may be some work that would or should be scheduled in conjunction with a scheduled docking availability and will be determined by the COR and the Regional Maintenance Manager. Contractor shall use the maintenance program to document all maintenance actions and shall flag required preventive, corrective maintenance and repairs for the next maintenance availability and order parts, materials to support it.

C 13.4 Docking Regular Overhauls (DROH). Docking Regular Overhauls are scheduled every six years for the YTBs and YFBs and every eight years for the YC. The LCU is classified as a boat and will require six year DROH cycles. The Contractor and the COR shall meet to discuss future docking availabilities on an annual basis at a minimum. For planning purposes, the following craft will be scheduled for DROH in the next five years: (FY18-YTB 824, YC1639), (FY19-YTB 831), (FY20- YFB93) and (FY21-YFB 92). The drydocking critical work is identified in Technical Exhibits 12-16. Docking Regular Overhauls will consist of docking critical work such as hull non-destructive testing, hull plating replacements, blasting, priming and painting, sea chest, waster sleeve, sea valves, seawater piping, tank inspections, propeller and shaft removals, rudder removals, cutlass bearing replacements, strut bearing replacements, tank cleaning and inspections, tank and void preservation and all work that can only be performed while in dock. This will be an extended maintenance period of up to twelve weeks. The Contractor will document and flag DROH maintenance and repairs to the next DROH availability in the maintenance program. The Contractor shall oversee repairs with the Government representative, completing docking inspection reports, NDT reports and docking the service craft in accordance with NSTM 997. Contractor will be required to perform start-up maintenance, fueling operations, system alignments, testing and post DROH sea-trials.

C 13.4.1 YTB's. The Contractor will provide a firm fixed-price for the docking availabilities listed in Technical Exhibit 12 and 14. The YTB's <u>cannot</u> be drydocked on island and will have to be towed to a contractor facility stateside. Contractors pricing shall include preparation for towing in accordance with the Navy Towing Manual, towing and shipyard costs for labor and material. Contractor will also have to

provide on-site technical oversight during the availability, defueling, refueling system alignments and sea-trials. Any growth work or new work will be addressed by Condition Found Report to the Contracting Officer via on-site Government representative for approval.

C 13.4.2 YFB's and YC. The Contractor will provide a firm fixed price for the docking availabilities listed in Technical Exhibit 13, 15 and16. The YFB's and YC can be drydocked on island with the travel lift. Contractor's pricing shall include all materials required for the availability and any additional labor and/or overtime the Contractor would require outside of their existing workforce and normal working hours to complete the availabilities within 12 weeks. Any growth work or new work will be addressed by Condition Found Report to the Contracting Officer via COR.

C 13.4.3 The Contractor and the COR will periodically review work items for the scheduled availability and develop the plan of action and milestones (POA&M). The COR will notify the Regional Maintenance Manager who will provide an independent ship check and detail of each item. The COR will submit the DROH work package to the Regional Maintenance Manager at least 150 days prior to the scheduled availability. Once the work package has been reviewed by the Regional Maintenance Manager the package will be sent back to the COR for the Contractor's corporate approval. Package is then sent to the Contracting Officer for execution approval. The DROH packages will be individually uploaded in the" WheelHouse" program for each vessel to become part of the permanent material history record.

C 14.0 INDUSTRIAL MARINE REPAIR SERVICES

C 14.1 The Contractor shall provide industrial marine repair services. These services are necessary for the Government equipment furnished listed in Technical Exhibit 1. If a repair part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in Section C 19.1.1.

C 14.2 Normal hours for marine repair services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C14.3The Contractor shall provide the following services utilizing Government equipment furnished, and in compliance with the JFMM, Volumes IV, V, VI, applicable Naval Ships Technical Manuals and Industry Standards:

C 14.3.1 Sandblasting, Hydro-Blasting and Painting. Contractor shall provide these services for corrosion and preservation control. Painting shall be accomplished by both manual application and spray process.

C 14.3.2 Carpentry/Fiberglass Repair. Contractor shall provide the ability to manufacture wood block build-ups for dry-docking various station craft and repair fiberglass hull/components. Contractor is responsible for building 809 carpentry shop.

C 14.3.3 Pipefitting, Ship fitting, Valve Repair and Welding. Contractor shall provide structural welding and cutting on ferrous and nonferrous materials with qualified personnel. Contractor shall repair and manufacture pipe and piping systems, ship fitting, and hull repairs including but not limited to the fabrication and repair of decks, hull penetrations, hull plating, associated structural members and watertight fittings on station craft as well as similar emergent repairs on visiting vessels. Valve repair to include replacing seats, lapping, seat contact blue checks, repacking, and hydrostatic testing for seat tightness. The following welding processes are available for Contractor use: ferrous and non-ferrous welding utilizing shielded metal arc welding (SMAW), gas tungsten arc welding (GTAW), gas metal arc welding (GMAW) processes, oxygen-acetylene cutting and silver brazing. Brazing, SMAW and GMAW welding may be performed in shop and on site. GTAW welding may be performed in shop only. Further resources available to the Contractor include arc welders, TIG welders, a punching and shearing machine and a pipe bending and threading machine. Gasses are not available locally. Contractor shall purchase, ship and pay monthly leases on bottles and racks.

C 14.3.4 Engine/Machinery Repair. Contractor shall troubleshoot, repair and overhaul Detroit Diesel, Cummins engines and transmissions; as well as Honda and Yamaha outboard engines by personnel with documented experience and qualifications to perform troubleshooting, repair and overhauls of the various

engine types. Contractor shall repair all types of marine equipment. Specific facilities and equipment exist to remove, rebuild, and install diesel and outboard engines and support systems.

C 14.3.5 Machine and Milling Repair. Contractor shall machine various machinery components utilizing lathes, mills, drill presses and other shop machinery.

C 14.3.6 Electrical Repair. Contractor shall provide marine electricians to perform diagnostics and repair to Marine Electrical Equipment and Systems and perform diagnostics and minor repairs to Electronic Equipment and Systems. Repairs shall be accomplished per American Boat Yacht Council (ABYC) standards and in accordance with the OEM requirements.

C 14.3.7 Flex Hose Repair. Contractor shall manufacture flex hoses with reusable threaded fittings and hydrostatically test, tag and maintain records for all hoses in accordance with the NSTM.

C 14.3.8 Steel Cable Manufacturing. Contractor shall have the capability to cut wire rope and install wedge fittings, replace cabling and pull test cables.

C 14.3.9 Non-Destructive Testing. Contractor shall be certified to perform Visual Test (VT), Dye Penetrate Test (PT) and Ultrasonic Test (UT), along with QA personnel to assess and document the testing.

C 14.3.10 Auxiliary System and Equipment Repair. Contractor shall diagnose and repair auxiliary marine systems including but not limited to air conditioning, refrigeration, hydraulic, sewage, compressed air, cooling water, and ventilation systems.

C 14.4 Contractor shall support the execution of the required diesel inspections on YTB 820, YTB 824 and YTB 831 in accordance with the Joint Fleet Maintenance Manual (JFMM) and OPNAVINST 9233.1. Each tug shall be inspected every 18-24 months, prior to overhaul, after overhaul and after casualty affecting the engine in accordance with above directives. In addition to the Diesel Inspections, the Contractor shall support the Board of Inspection and Survey (INSURV) material inspections accomplished every 3 years.

C 15.0 SEVERE WEATHER REQUIREMENTS

C 15.1 Severe Weather Preparations. The Contractor shall be responsible for the execution of the Severe Weather Plan as outlined herein and Technical Exhibit 8. The Contractor shall be responsible for all equipment identified under this contract. Variations to the Government's plan can be made to suit the local weather conditions with the approval of the COR.

C 15.2 Contractor shall provide a specific Severe Weather Response Plan. The plan shall detail how the Contractor will comply with Technical Exhibit 8. It shall include names and phone numbers along with the number of people required to perform the necessary tasks and detail how the Contractor shall ensure that the personnel will be available.

C 15.3 Typical major tasks that the Contractor should anticipate during severe weather conditions are listed below as a guide for planning purposes. Specific execution timeline will be provided by the COR.

C 15.3.1 Severe Weather Readiness (this is not an all-inclusive list):

1) Remove, secure and properly stow all non-essential loose gear in associated waterfront areas.
2) Relocate port services equipment, such as brows and ladders, to a secure storage area.
3) Moor vessels.
4) Provide boat operations support for post-storm assessments. Report extent of damage to pier facilities, sortied craft and assigned buildings.

C 16.0 TRANSPORTATION

C 16.1 Transportation Support. The Contractor shall provide vehicles to transport material, personnel, security watches, tow trailers/launch and recover boats as necessary to support contracted Port Operations services. All vehicles must be permanently marked with the Contractor's name. All costs associated with the operation and maintenance of the vehicles shall be the Contractor's responsibility.

C 17.0 WEIGHT HANDLING EQUIPMENT AND LIFTS

C 17.1 Material Handling Support: The Contractor shall supply, maintain, certify in accordance with NAVFAC P307 all material handling equipment including but not limited to forklifts, chainfalls, lifting slings and pallet jacks necessary for performance of this contract.

C17.2 The Contractor shall provide marine lift services utilizing the Government furnished 300-ton Marine Travel Lift. The Contractor is responsible for the maintenance and certification of the Marine Travel Lift in accordance with manufacturer's recommendation. The Contractor shall ensure all certification requirements are met in accordance with NAVFAC P307 for Class I Cranes. The Contractor shall have an operator certified in accordance NAVFAC P307 for Class I Cranes within 30 days of the start of the performance period.

C 17.3 The Contractor shall supply, maintain and certify, in accordance with OSHA requirements, a man-lift capable of reaching the top of the 300-ton Marine Travel Lift to perform required maintenance.

C 18.0 PROPERTY ADMINISTRATION

C 18.1 The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all Government property included in Technical Exhibits 3 and 5. Records for all Government property in Contractor custody are to be maintained in accordance with FAR 45. Physical inventories are to be performed on an annual basis and the results reported to the COR within 15 days after completion of the inventory.

C 18.2 Initial Turnover Inventory. The Government and Contractor shall jointly conduct an inventory of all Government-furnished Material/Equipment/Tools/Property that will be provided in support of this contract. The joint inventory of property will be completed approximately one week prior to the scheduled turnover to the Contractor.

C 18.3 Vessel Inspection. The Government and Contractor shall jointly inspect each vessel before turnover to the Contractor. The inspection results for each vessel will be individually uploaded into WheelHouse so as to become a record of material condition. All inspections may be videotaped for future reference.

C 18.4 Contract Completion Inventory & Vessel Inspection. Upon completion of the contract, a joint inspection and complete watercraft, equipment, tool and material inventory must be accomplished. The Contractor shall be responsible for the costs associated with the replacement/repair of missing/damaged watercraft, equipment and inventory in excess of normal wear and tear.

C 18.5 Vessel and Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In and inspection system for Government use of any Government-furnished equipment and/or boats. The system shall document the condition of the boat and equipment prior to and after use. The Contractor shall maintain an activity log available to the Government upon request. Replacement parts and repairs as a result of damage to the boat or equipment beyond normal wear and tear shall be invoiced under the Reimbursable CLIN.

C 18.6 Property Management. All Government equipment, property, materials and facilities furnished under this contract are incidental to the place of performance and remain accountable to the Government. The Contractor shall only report Government Furnished Property (GFP) listed in Technical Exhibit 17 to the IUID Registry IAW DFARS 252.211-7007. The Contractor shall provide an updated Technical Exhibit 17 to the KO and COR within 5 working days after each update.

C 19.0 SUPPLY AND CONFIGURATION MANAGEMENT OF GOVERNMENT OWNED WATERCRAFT AND EQUIPMENT

C 19.1 Spare and Repair Parts. The Contractor shall maintain custody/security of Government provided spare and repair parts listed in Technical Exhibit 5, and shall be responsible for maintaining the spare and repair parts in a Ready-for-Issue (RFI) condition. The Contractor shall utilize WheelHouse to establish a barcode inventory system that will track on-hand inventory and establish high and low limits.

C 19.1.1 If a part is not available from the Government inventory, the Contractor may then purchase the part if the part is less than $500.00. If the part is in excess of $500.00 but does not exceed $3,000.00, the COR shall approve the purchase. The Contractor shall obtain COR approval by providing at least one quote. For purchases (single or multiple) totaling over $3,000.00, the Contractor shall obtain Contracting Officer approval by providing three quotes or sole source justification to the KO. When repairs to components and equipment are no longer cost effective as determined by the COR, the Contractor will purchase the new component or equipment. The Contractor shall invoice under the Reimbursable CLIN all purchases not part of the consumables addressed at Section C 19.2. The Contractor shall be responsible for the entire logistics process, including but not limited to identifying the repair part, ordering, tracking, storing, shipping, receiving and/or disposing, and issuing spares and repair parts and documenting materials used by vessel in the WheelHouse program. The Contractor shall maintain current levels of spare/repair part inventories and prices in the WheelHouse program. The price of parts required shall be tracked by the type of vessel in WheelHouse Program. The Contractor shall maintain and update the supply and configuration records to reflect all modifications, file documentation and actions in WheelHouse Program.

C 19.1.2 A contract modification shall be issued to obligate funds for all approved reimbursables required under this contract. The Contractor shall provide all required supporting documentation prior to obtaining required equipment and supplies in support of port operations, maintenance and repair requirements. For any purchase that exceeds $3,000.00, the Contractor shall obtain at least three quotes to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. The Contractor shall submit an Expenditure Report of all approved reimbursables monthly or as directed by the Contracting Officer. The Contractor shall work closely with the Contracting Officer and COR on tracking purchases to ensure that yearly funding constraints are not exceeded. The Contractor shall notify the KO and COR when the total expended for reimbursable items reaches 75 percent of the total funds available on the Reimbursable CLIN. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall invoice for reimbursables only after the Contracting Officer has issued a funding modification under the contract. The Contractor shall not exceed nor incur costs that exceed the funding amount stated on the Reimbursable CLIN at the time a reimbursable item is ordered.

C.19.1.3 Reimbursement shall be limited to the "Actual price" paid by the Contractor for such supplies and services, plus tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The Contracting Officer may reduce the reimbursement by any amount above that which the KO finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved IAW the "Disputes" clause (*FAR 52.233-1*) of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies or services were fair and reasonable.

C 19.1.4 The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Reimbursable CLIN. The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable supplies or services in excess of the funded amount stated in the Reimbursable CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the applicable Reimbursable CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification will be followed up in writing within two working days. No notice, communication, or representation from any person other than the KO shall affect the Government's obligation to reimburse the Contractor. Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the Reimbursable CLIN unless they contain a statement

expressly increasing the funded amount of the Reimbursable CLIN by a sufficient amount to cover the change order.

C 19.2 Consumable Supplies. The Contractor shall furnish all consumables required for the performance of this contract as part of their Firm Fixed-Price. A representative list of consumable supplies is outlined in Technical Exhibit 4. This list is not intended to be all-inclusive, but is provided to indicate a range and types of items that may be required for this contract.

C 19.3 Reliability/Maintainability Changes. Change requests to improve equipment reliability and maintainability (R&M) including parts interchangeability shall be submitted to the COR. No changes shall be made prior to COR approval of the request. The Contractor shall be responsible for modification documentation.

C 20.0 OVER AND ABOVE WORK (OAW)

C 20.1 Over and above work (OAW). The Government reserves the right to require the Contractor to perform over and above work that is within the general scope of the contract. If the Contractor identifies additional repairs that are over and above the general maintenance requirements stipulated in PWS or growth work, the Contractor shall recommend corrective action via a work request. The OAW will be added to the contract through a negotiated modification in accordance with the Changes Clause. Over and Above work requests are expressly identified as reimbursable services. The Contractor will be reimbursed for O&A services and associated supplies in accordance with the above Section C 19.1.3 of this PWS at the actual price paid by the Contractor, i.e., the price paid to the subcontractor of such services or supplies. The Contractor shall include O&A work on the Funds Expenditure Report.

C 20.2 The Contractor shall prepare and furnish an OAW Work Request in accordance with the procedures outlined in DFARS 252.217-7028 prior to performing the work. The Contractor shall provide OAWRs to the COR for concurrence who will forward to the KO for approval.

C 21.0 SAFETY AND QUALITY CONTROL REQUIREMENTS

C 21.1 Quality Management System. The Contractor shall provide and maintain a quality management system which includes a description of the Contractor's quality management process, quality assurance controls, inspections and testing, and shall be focused on preventing, controlling, and detecting defects. The procedures, documentation, and data that comprise the system shall be incorporated into a Quality Management System Plan detailing how the Contractor will monitor quality under this contract. Existing quality documents that meet the requirements of this contract may continue to be used. At a minimum, the plan shall include:

C 21.1.1 An inspection system covering all the services identified in this performance work statement. It must specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections will be accomplished.

C 21.1.2 Methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

C 21.1.3 On-site records of all inspections conducted by the Contractor and necessary corrective actions taken. These records must be made available to the Government upon request.

C 21.1.4 Address how the Contractor will meet the Acceptable Quality Levels (AQLs) in response to the Quality Assurance Support Plan (QASP).

C 21.2 Formal Inspections of Government-furnished Watercraft, Equipment and Facilities. At various times during the contract period, all watercraft, equipment and facilities may undergo Government conducted inspections. The Contractor shall participate in the inspections and shall to the maximum extent practicable maintain the watercraft/equipment in an operational condition during the inspections. The COR may order the correction of discrepancies. The Contractor shall provide status update to the COR and Contracting Officer

relative to the correction of discrepancies found during the inspections. The Contractor shall be notified no less than three (3) days prior to conducting the inspection.

C 21.3 Safety Program. Watercraft and personnel safety are the top priority. The Contractor shall establish and maintain a safety program to promote occupational safety for all personnel. The safety program shall encompass appropriate procedures and practices as necessary to establish a safe and hazard-free working and living environment. The program shall address areas of typical shipboard and port operations evolutions and equipment operations, mission operations, maintenance, and housekeeping. The program shall also incorporate applicable DoD, base, Navy, and U.S. Coast Guard Regulations.

C 21.3.1 Safety Plan. The safety program and plan shall include, but not be limited to asbestos control, heat stress control, hearing and sight conservation, lead control, respiratory protection, electrical safety, gas free engineering, confined space operations, lock-out/tag out procedures, hazardous material control and management, mercury control, polychlorinated biphenyls, and man-made vitreous fibers. With respect to the operations, the safety plan shall address methods to identify, evaluate and control safety and occupational health hazards. The plan shall also include required sections for on-site health and a safety plan for oil spill response operations for FRT and other personnel engaged in spill response. Contractor's plan shall comply with OSHA standards and the plan shall be approved by the Government.

C 21.4 Hazardous Materials and Hazardous Wastes (HAZMAT). The watercraft, boats and equipment may contain and/or generate HAZMAT. The Contractor shall properly package, containerize, store, dispose and manage all HAZMAT with complete identification of all contents clearly labeled on the container in accordance with all Naval Station GTMO base regulations. All HAZMAT utilized in the performance of this contract requirement must be obtained through the Navy's HAZMAT center. The port facilities HAZMAT locker must be maintained in accordance with the Naval Station GTMO base regulations. The Contractor is responsible for any additional expenses/fines incurred as a result of any acts of noncompliance or negligence or violation of federal, state or local laws and regulations as a result of the Contractor's management of regulated waste or hazardous materials. Contractor shall ensure that a hazardous material minimization program is developed, implemented and the Material Safety Data Sheet (MSDS) reviewed for the follow-on contract. Contractor will be responsible for the HAZMAT lockers that will contain the Contractor purchased HAZMAT and the Government furnished HAZMAT for Contractor use. The Contractor shall participate in the Regional Hazardous Materials Minimization Program and Consolidated Hazardous Material Reutilization and Management (CHRIMP) program.

C 21.4.1 Regulated wastes (oily waste) shall be properly stored, packaged, containerized and disposed of in accordance with all applicable regulations.

C 22.0 PERSONNEL REQUIREMENTS

C 22.1 Personnel Requirements. The Contractor shall be responsible for safely manning the various craft identified by this contract while meeting all USCG requirements and not restricting operational and maintenance requirements identified herein. The Contractor shall have sufficient personnel to meet mission and maintenance requirements.

C 22.2 Mandatory Key Personnel. The mandatory Key Personnel are the Project Manager, Operations Manager, the Harbor Pilot, three (3) Tug and Ferry Craftmasters, and the Senior Maintenance Engineer. The Contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with its proposal. No substitutions of key personnel shall be made except in accordance with the NAVSUP 5252.237-9400. Substitution or Addition of Personnel Clause. Contractor's key personnel must be citizens of the United States of America and must be able to obtain a Confidential Security Clearance and Common Access Card (CAC).

C 22.3 In the event the Government has any reason to be dissatisfied with the qualifications, conduct or performance of any person employed by the Contractor, the Contracting Officer will provide particulars to the Contractor who shall promptly investigate and take the appropriate corrective action, including but not limited

to making a change in personnel. The Contractor shall provide the Contracting Officer with written information detailing the action taken and the basis for such action.

C 22.4 Substitutions of Key Personnel. The Contractor agrees to assign to this contract those positions identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions of key personnel shall be made except in accordance with NAVSUP 5252.237-9400.

C 22.5 Key Personnel Requirements/Qualifications:

C 22.5.1 Project Manager (PM). In addition to the requirements identified in Section C 4.5.1 of this Performance Work Statement, the Project Manager must have demonstrated excellent management, verbal and written communication skills. The Project Manager must be capable of interacting effectively with Government personnel. The Project Manager must be able to understand and respond to their concerns in a timely manner and be proactive, actively engaged in all aspects of operations. The Project Manager must have the equivalent of ten (10) years experience directly related to the requirements of this contract, or a Bachelor of Science Degree in Management, Marine Transportation or Engineering and the equivalent of five (5) years experience directly related to the requirements of this contract. The Project Manager is also responsible for ensuring that a qualified docking officer is assigned and on station during the docking of any vessels. The Project Manager position cannot be collateral duty with any other position. The PM shall be located on-site.

C 22.5.2 Ferry and Harbor Tug Craftmasters (3 required). The Craftmasters must either have: (1) prior Navy boat operating experience and have prior NEC 0161 qualifications or (2) a minimum of a USCG Master License on Near Coastal Waters for Motor vessels of 200 Gross Tons. In addition, to the NEC 0161 qualification and/or the USGC Masters License, all Craftmasters must have at least 5 years documented experience operating harbor tugs or point-to-point ferry operations. This includes experience operating under conditions requiring precise navigation, station keeping, close quarter maneuvering, anchoring, and specialized testing operations. The Craftmasters shall be an experienced marine radio operator, understand international and inland rules-of-the-road and proficiently operate radar and other navigational aids. The Craftmaster must also be familiar with administrative ship business and demonstrate overall charge of the vessel.

C 22.5.3 Harbor Pilot. The Harbor Pilot must have prior Navy boat handling experience and held a Navy Enlisted Classification (NEC) 0215 (harbor/docking pilot) with 10 years experience piloting Naval ships in and out of harbors and Naval bases and to and from docks and berths or hold a Coast Guard issued master license with a 1st Class pilot endorsement with 10 years' experience as stated above. Pilots shall have no incidents on their records. The Harbor Pilot will supervise Contractor personnel in docking, berthing, mooring and directs operations of all classes of vessels and barges. The Harbor Pilot shall also be a qualified Tug/Craftmaster.

C 22.5.4 Senior Maintenance Engineer (SME). The SME must have either: (1) a USCG Chief Engineer (Limited), Near Coastal license with experience in routine operation, preventive maintenance, corrective maintenance, and repairs of shipboard systems or (2) have 15 documented years of comparable experience with the maintenance and repair of shipboard systems, hull, mechanical and electrical with an emphasis on diesel engines. In addition to the requirements of Section C 12, the SME supervises/performs maintenance on all engineering, deck, fire-fighting and emergency equipment. The SME must be experienced in supervising and maintaining a preventive maintenance system (PMS), documentation of machinery history, generating maintenance actions due, completed, deferred and drafting reports for accomplishment rate and hours expended along with costs associated with each vessel or equipment. The SME must be familiar with diesel inspection requirements. This position cannot be collateral duty with any other position.

C 22.5.5 Operations Manager. The Operations Manager is the central dispatcher for the Contractor and will be required to respond to all radio requests from the Navy's Port Control Office. Primary duties are in accordance with contract requirements. The Operations Manager will be a qualified Craftmaster in accordance with C21.5.2 for the YTB's, YFB's, LCU, LCM, PB and all contract watercraft. The Operations Manager shall act as the FRT On-Scene Leader and HAZMAT team member. The Operations

Manager must have demonstrated excellent management, verbal and written communication skills. Because of the requirement to frequently interface with the Navy on VHF radio, the operations manager must have excellent command of and diction in the English language. The Operations Manager must have the equivalent of five (5) years experience directly related to the requirements of this position or have a college degree in business with a concentration in operations and three (3) years of experience directly related to the requirements of this position.

C 22.6 General Personnel Requirements. The following requirements apply to all Contractor personnel performing work on this contract.

C 22.6.1 Boat Operators and crews (other than listed above in Key Personnel Requirements). Boat Operators shall complete the Shore Installation Management Basic Boat Coxswain Course (SIM BBC) for those assigned as Boat Coxswains, provided by the Government and complete the Navy Personal Qualification Standard (PQS), NAVEDTRA 43606 for the applicable positions. Tug crews will complete the PQS NAVEDTRA 43609 associated with their position. As a prerequisite to the PQS all Boat Operators and crews will be either Navy 2nd class swimmer qualified or attend USCG STCW-95. The operators must be experienced driving and maneuvering small boats. The Contractor shall provide all Boat Operator and crew qualifications to the COR.

C 22.6.2 All Contractor personnel assigned to Facilities Response Team (FRT) will be qualified for their positions in accordance with On Water Oil Spill Response, Containment, and Recovery PQS, NAVEDTRA 43195-D.

C 22.6.3 Contractor personnel assigned as Line Handlers will be qualified in accordance with Deck Seamanship Line Handler PQS, NAVEDTRA 43127-D.

C 22.6.4 Contractor personnel assigned as Sounding and Security shall be qualified in accordance with Shore Installation Management (SIM) Port Operations PQS, NAVEDTRA 43602, Sounding and Security along with any other base and/or Contractor specific guidance.

C 22.6.5 Contractor personnel performing pipe fitting and ship fitting shall meet ABS standards and ABYC standards.

C 22.6.6 Machinery Repair personnel shall have documented experience and/or certifications in applicable engine and machinery repair.

C 22.6.7 Electrical repair personnel shall have documented experience as/or certified as a marine electrical.

C 22.6.8 Non-destructive testing. Contractor personnel shall be certified in accordance with industry standards to conduct and analyze Non-destructive testing methods listed in C14.3.9.

C 22.6.9 Aux system and equipment repair, technicians shall be qualified/certified in accordance with industry standards and documented experience to service, troubleshoot or repair equipment or systems outlined in C14.3.10.

C 22.6.10 Uniforms. All Contractor employees shall wear a Contractor-furnished uniform. Contractor must provide uniforms suitable to the environmental conditions. The uniforms must be professional in appearance and be kept neat and clean. The uniforms must have company identification on front and back and the company's name will be visible on the front of outer clothing. The uniform design must be submitted to the COR for approval prior to use.

C 22 6.11 Contractor personnel shall maintain a clean, groomed and professional appearance.

C 22.6.12 Contractor personnel shall be able to clearly communicate in English.

C 22.6.13 Identification Badges. All Contractor employees shall have their Government furnished identification badges in their possession at all times.

C 22.6.14 Medical Requirements. The Contractor shall develop a drug-testing program in accordance with 46 CFR Part 16, Section 230. The Contractor shall provide trained, qualified, medically and psychologically fit personnel consistent with the craft mission and projected area of operation.

C 22.6.15 Workforce. Foreign nationals may be employed; however, due to the sensitive location of GTMO, foreign nationals may be excluded and denied entry approval.

C 22.6.16 Entry Approval. No employee or representative of the Contractor will be admitted to GTMO without prior entry approval. The background of Contractor personnel will be screened prior to entry to NS GTMO. The Contractor shall provide to the COR 30 days prior to the required arrival date of each employee at GTMO the following information: Full name, date and place of birth. See Technical Exhibit 9.

C 22.6.17 **Enterprise-wide Contractor Manpower Reporting Application (ECMRA)**

The Contractor shall report Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for U.S. Naval Base, Guantanamo Bay, Cuba via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

(1) W, Lease/Rental of Equipment;
(2) X, Lease/Rental of Facilities;
(3) Y, Construction of Structures and Facilities;
(4) S, Utilities ONLY;
(5) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

C 22.7 Personnel Contingency Plan. The Contractor shall develop a contingency plan adequate to ensure that there will be no interruption of operations or maintenance service due to labor disruption within the Contractor's own labor force. The contingency plan must address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, or other unplanned losses.

C 22.8 The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes and regulations in connection with the performance of work. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.

C 22.9 All substitute personnel replacing Contractor personnel assigned to this contract shall have qualifications that equal or exceed the minimum standards established in the contract.

C 22.10 Training. All training/certifications required must be kept current through the entire contract period.

C 22.10.1 The Government will provide HAZMAT, HAZWOPER, Basic Boat Coxswain, 2nd class swimmer and FRT training to Contractor employees that are on the FRT roster and /or operate boats in accordance with applicable regulations and at no cost to the Contractor.

C 22.10.2 The Contractor shall provide all Contractor personnel serving as crew on a boat with basic fire fighting training applicable to the vessel being operated.

C 22.10.3 Training Plan. The Contractor shall provide a Training Plan demonstrating how the Contractor will accomplish both ashore and afloat training as set forth in this contract. The Contractor shall

accomplish training in accordance with this plan. The training plan will include the subject being taught; location of the training site(s); and the company / institution, etc. that will be employed to perform this training. The training plan must also include a contingency plan to address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, etc. The Training plan will also contain a training status matrix covering all personnel with the qualifications and expiration date for each. The Training Plan is due within 60 days after contract award.

C 22.11 Required Drills. The Contractor's employees will complete the following drills as appropriate to their duties and the Contractor shall document completion of them in the vessel's logbook or in accordance with OPA 90 requirements.

Minimum Periodicity	Drill	
1)	Quarterly	Man Overboard
2)	Quarterly	Shipboard Fire Drill While Underway
3)	Monthly	Oil/Fuel Spill Response (OPA 90)
4)	Monthly	Oil Spill Equipment Deployment (OPA 90)
5)	Semi-Annual	Building Fire Drill
5) Annual	HAZMAT Response Drill	
6) Annual	Oil Spill Management Table Top Drill	
7) Annual	Severe Weather Response Drill	

C 22.12 Continuation of Essential Contractor Services. This contract requires continuation of essential Contractor services per DFARS 252.237-7023. The Contractor shall participate in training events, exercises, and drills associated with the Government efforts to test the effectiveness of the continuity of operations and practices. The services listed in paragraphs C6-C20 are designated as essential services per DFARS 252.237-7023.

C 22.13 Training of military personnel. Contractor will provide training to select Port Operations military personnel to accomplish Tugmaster and Craftmaster Personal Qualification Standards. The COR will notify the Contractor for any personnel requesting training.

C 23.0 SECURITY

C 23.1.1 Security: Contractor Access to (Unclassified) Information Systems. Department of Navy (DON) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology.

C 23.1.2 DON policy prohibits assignment of non-U.S. citizens to IT-I and IT-II designated positions. IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.

C 23.1.3 The Contractor shall ensure all personnel whose work involves IT-I and IT-II positions, access to sensitive unclassified information, navigation aids programs, Privacy Act Information, or Personally Identifiable Information receive a favorably adjudicated National Agency Check with Local Checks (NACLC). Employees may begin work once notification is received from the Naval Station GTMO Security Manager that minimum requirements have been met.

C 23.1.4 The Contractor shall process all clearances of Confidential and higher and ensure employees which require these clearances have been awarded and maintain appropriate clearances for the duration of their employment.

C 23.1.5 The Contractor shall use the visitor certification program in Joint Personnel Adjudication System (JPAS) or Visit Authorization Request (VAR) to provide Contractor personnel (who possess a current

NACLC or superior clearance) investigative information documentation to Naval Station GTMO Security Manager and COR.

C 23.1.6 The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year.

C 23.1.7 The Contractor shall ensure personnel that require Common Access Cards (CAC) shall report in person within 3 working days of reporting onboard to the NSGTMO Trusted Agent Sponsorship System (TASS) for processing CAC request. The COR will provide contact information for the current TASS Trusted Agent (TA).

C 23.1.7.1 The Contractor shall ensure personnel provide the TASS TA signed documentation from the contract security manager on company letterhead, page three (3) of System Authorization Access Request Navy (SAAR-N), or VAR identifying the level and expiration date of clearance the contract employee possesses and two forms of valid photo identification.

C 23.1.8 The Contractor shall ensure individuals accessing Navy Information Technology resources completes an OPNAV Form 5239/14, System Authorization Access Request Navy (SAAR-N).

C 23.1.8.1 The Contractor shall forward the SAAR-N to NSGTMO Information Technology (IT) department within 3 working days of arrival at Guantanamo Bay.

C 23.1.9 The Contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required, to ensure uninterrupted access to required IT systems.

C 23.1.10 The Contractor will fully comply with requirements of Synchronized Pre-deployment and Operational Tracker (SPOT) program as coordinated with the KO.

C 23.2. Physical Security

C23.2.1 The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, all Government facilities, equipment and materials shall be secured.

C23.2.2 The Contractor shall establish and implement methods to ensure all keys issued to the Contractor by the Government are accounted for and not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government and immediately report to the COR any occurrences of lost or duplicated keys.

C23.2.3 The Contractor shall be required, upon written direction from the COR, to re-key or replace the affected lock or locks without cost to the Government. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced at the Contractor’s expense.

C23.2.4 The Contractor shall prohibit the use of keys issued by the Government by any persons other than the Contractor's employees.

C23.2.5 The Contractor shall limit access to Government provided lock combinations to preclude unauthorized entry.

C23.3 Operational Security

C23.3.1. No Contractor employee shall disclose or cause to be disseminated any information concerning the operations of the activity which would result in, or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

C23.3.1.1. The Contractor shall emphasize to all employees that disclosure of information relating to the services hereunder to unauthorized personnel or failure to safeguard classified information shall subject the Contractor, their agents or personnel to criminal liability under Title 18, Sections 79 and 798 of the United States Code.

C23.3.2. The Contractor shall direct all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information, to the Public Affairs Officer.

C23.3.3. Deviations from, or violations of, any of the provisions of this section shall, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or Contractor personnel involved will experience withdrawal of the Government's acceptance and approval of employment.

C23.3.4. The Contractor shall ensure personnel adhere to all base regulations and shall act swiftly to correct any personnel problems. Failure to comply with subject regulations may result in termination of employment and subsequent removal from the base.

C23.3.4.1. The Contractor shall be required to remove any employee who has been determined by the Government to be objectionable for reasons including discipline, incompetence, and carelessness. Any crime committed within the Naval Base reservation may subject the perpetrator to Federal prosecution.

C23.3.5. The Contractor shall ensure all personnel obtain required badges, vehicle passes and licenses and ensure the return of licenses, passes and badges to the COR upon completion of this contract or upon termination of personnel.

C23.3.5.1. The Contractor shall, at a minimum of 30 days prior to the start of the contract, submit to the COR an estimate of the number of personnel expected to be utilized at any one time on the contract.

C23.3.5.2. The Government shall issue necessary badges without charge.

C23.3.6. The Contractor shall ensure only personnel with a need access facilities or any Contractor occupied space.

C23.3.6.1. The Contractor shall ensure that all Contractor personnel have vacated the Contractor work areas at the end of the work day (unless otherwise approved by the COR).

C23.3.6.2. The Contractor shall ensure no pets are kept in or around Contractor occupied spaces.

C23.4 Base Entry Clearance Procedures

C23.4.1. The Contractor shall ensure all persons entering NSGTMO; obtain area entry clearance approval from the Base Commander and in accordance with the Foreign Clearance Guide at https://www.fcg.pentagon.mil/fcg.cfm. Contractor's requests for entry can be initiated by contacting the Naval Station Security Manager at (011) 5399-4505. All requests shall be initiated NO LATER THAN 60 DAYS PRIOR TO REQUIRED ENTRY.

C23.4.2. The Contractor shall be permitted to have personal visitors in accordance with current Base regulations.

C23.5 5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

Homeland Security Presidential Directive (HSPD)-12, requires Government agencies to develop and implement Federal security standards for Federal employees and Contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY
This clause applies to Contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to Contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each Contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES
Per HSPD-12 and implementing guidance, all Contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS
In accordance with SECNAV M-5510.30, Contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All Contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the Contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a Government IT system/network is inherently Governmental. The Contractor supervisor is not authorized to sign the SAAR-N; therefore, the Government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the Contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS
The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the Contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the Contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS
The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the Contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and Subcontractor employees. The Contractor shall insert this clause in all subcontracts when the Subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to Government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE
The Contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the Contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes Contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to Contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each Contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each Contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The Contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the Contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the Contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the Contractor employee already possesses a current favorably adjudicated investigation, the Contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the Contractor's Security Representative. Although the Contractor will take JPAS "Owning" role over the Contractor employee, the Navy Command will take JPAS "Servicing" role over the Contractor employee during the hiring process and for the duration of assignment under that contract. The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)

- Original Signed Release Statements

The Contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

C 24.0 HOUSING, BASE SUPPORT AND TRANSPORTATION

C 24.1 Technical Exhibit 10 provides a listing and description of available housing, base support, services and transportation that are available to a Contractor performing work at GTMO.

C 25.0 CONTRACT DATA, PLANS AND REPORTS REQUIREMENTS

C 25.1 The Contractor shall prepare and submit the contract data reports and plans listed below. All contract data requirements shall be submitted to the Contracting Officer for review, comment and approval. The Contractor shall revise contract data requirements as necessary to incorporate Contracting Officer's comments and concerns. Revisions must be resubmitted within 14 days of receipt of Government comments.

C 25.1.1 Property Control System. The Contractor shall establish and maintain an accurate property system to control, protect, preserve, and maintain all Government property furnished as described in Section C 18. Records for all Government property furnished shall be maintained in accordance with FAR 45.6. The Property Control system shall be submitted to the Contracting Officer for approval no later than 30 days after contract award.

C 25.1.2 Quality Management System Plan. The Contractor shall provide a Quality Management System Plan as described in Section C 21.1 and will update it as changes occur. The Quality Management System Plan system shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.3 Safety Plan. The Contractor shall provide a Safety Plan as described in Section C 21.3 and shall be update it as changes occur. The Safety Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.4 Severe Weather Response Plan. The Contractor shall provide a specific Severe Weather Response Plan as described in Section C 15.0 and identifying the personnel assigned to each task and any modifications. The Severe Weather Response Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.5 Transition Plan. The Contractor shall develop a transition plan that will incorporate turnover of Government-furnished facilities, equipment and watercraft with the hiring and training schedule of Contractor personnel to support the transition as described in Section C 5.0. This plan shall demonstrate how the Contractor will accomplish both ashore and afloat training as described in Section C 5.1 and C 18.10.4. Failure of the Contractor and Contracting Officer or Contracting Officer Representative to reach a mutually agreeable transition plan shall not relieve the Contractor of its obligation to meet the performance schedule to the reasonable satisfaction of the Contracting Officer.

C 25.1.6 Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In System or procedure for Government use of various craft and equipment as stated in Section C 12.5. The Equipment Check Out/In System shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.7 Maintenance Plans. The Contractor shall develop a maintenance plans for the vessels and equipment as described in Section C 12.0 and C 13.0. The maintenance plans shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award. Contractor shall provide full implementation of the commercial maintenance program within 120 days of contract award.

C 25.1.8 Personnel Contingency Plan. The Contractor shall develop and submit a personnel contingency plan in accordance with C 22.7. The Personnel Contingency Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.9 Drug Testing Plan. The Contractor shall develop and submit a plan for random drug testing as described in C 22.6.9. Updated schedule and results shall be submitted as requested. The Drug Testing Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.10 Training Plan. The Contractor shall provide a Training Plan as described in C 22.10.3. Training Plan will be submitted to the Contracting Officer and the Contracting Officer Representative for review and coordination with training requested that is Government provided. The Training Plan is due within 60 days after contract award.

C 25.1.11 Docking Regular Overhaul (DROH) Weekly Status Report. The Contractor shall submit a DROH Report for service craft, LCU in availability to the COR and Contracting Officer. The report shall include detailed progress/status of work performed, parts status and items of concern. This report shall be completed with the Government representative overseeing the availability.

C 25.1.12 Maintenance Availability Weekly Status Report. The Contractor shall submit a Maintenance Availability Status Report for service craft, LCU or LCM in a phased maintenance availability to the COR and contracting officer. The report shall include detailed progress status of work performed, parts status and items of concern.

C 25.1.13 Accident Report. In all instances in which any vessel or equipment under this contract sustains damage or is involved in any incident resulting in damage to vessels, property, piece of equipment, or in bodily injury or death, the Contractor shall secure a report from the vessel master/operator or equipment operator or Officer acting as pilot, or from any licensed pilot aboard the vessel being handled. Contractor shall submit said report to the Contracting Officer and COR within twenty-four hours following said incident, reporting the facts, listing deaths, reporting the extent of damages or bodily injuries, and listing recommendations to prevent recurrence. Contractor shall complete drug and alcohol testing of all personnel in accordance with 46 CFR. Accidents on vessels shall be issues under Admiralty Law.

C 25.1.14 Oil and Hazardous Substance (OHS) Spill Report. All OHS spill incidents including on land or in water shall be immediately reported in accordance with NAVSTAGTMO instructions and requirements. Immediate notification shall be made according to Spill Prevention and Contingency Response Plan (SPCR) and NAVSTAGTMOINST 5090.7.

C 25.1.15 Watercraft and Equipment Non-Availability Notice. The Contractor shall advise the COR and Contracting Officer immediately when any watercraft and/or equipment failure or damage occurs. When directed by the COR, the Contractor shall prepare or assist in preparing notice of such watercraft and equipment failures in a format as prescribed by the Government. The Contractor shall provide an estimated time of repair and estimated cost of repair within 12 hours of providing a non-availability notice.

C 25.1.16 List of Required Periodic Reports. The Contractor will complete and submit the following reports to the COR and Contracting Officer. The Contractor will provide all testing, analysis, evaluation and labor necessary to produce these reports. All reports shall clearly breakdown all information by program and craft.

Periodicity	Report
Daily	Logbooks (available for review by the COR)
Weekly	FO/LO/Water Report

Monthly	Operational Summary based on Logbooks, include engine hours Training Reports Maintenance Report
Annual	Gauge Calibration Government Property Inventory Inventory of Hazardous Materials Annual Maintenance Summary Report
As Required	Weekly DROH Report and/or Maintenance Availability Report Accident Report OHS Spill Report Oil Spill Cost Accounting Report Maintenance data reports from WheelHouse

C 26.0 REFERENCED GOVERNMENT PUBLICATIONS

C 26.1 Publications applicable to services under this contract are listed herein. These publications (the latest edition) are mandatory to the extent that a specific procedure or requirement is specified in the Performance Work Statement. The Government shall provide publications and forms listed at the start of the contract. Supplements or amendments to listed publications may be issued during the life of the contract. Changes to Navy or DOD publications which impact on the Contractor's costs may be considered under FAR 52.243-1 Alternate II (Fixed Price) "Changes". Changes to other Government or regulatory publications referenced in this document shall not be the subject of a claim under either of the aforementioned clauses. It is the Contractor's responsibility to ensure that all mandatory publications are posted and up to date. Upon completion of the contract, the Contractor shall return to the Government all issued publications, updated to the latest revision.

C 27.0 DEFINITIONS AND ACRONYMS

AB – Able Seaman

ABYC – American Boat and Yacht Council

ABS – American Bureau of Shipping

ADP – Automated Data Processing

APL – Allowance Parts List

AQL – Acceptable Quality Level

BBC – Basic Boat Coxswain

CAC – Common Access Card

CBA – Contractor Berthing Agreement

CBF – Contractor Berthing Facilities

CBQ – Combined Bachelor Quarters

CDR – Contractor Discrepancy Report

CERCLA – Comprehensive, Environmental Response, Compensation and Liability Act

CFR – Code of Federal Regulations

CHRIMP – Consolidated Hazardous Material Reutilization and Inventory Management Program

CLIN – Contract Line Item Number

CPR – Cardio-pulmonary Resuscitation

COMSC – Commander, Military Sealift Command

CONEX – Container Express

COR – Contracting Officer's Representative

CONTRACTING OFFICER (KO) – Representative of the Government authorized to execute contracts.

CORRECTIVE MAINTENANCE – Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment, machine or system can be restored to its normal operable state. Unscheduled work on structures, equipment, systems, subsystems, and components required to correct operating deficiencies and to preclude a breakdown by servicing, adjusting, and replacing parts and expendable items as found necessary as a result of preventive maintenance, operational observation, or routine inspections.

COSAL – Coordinated Shipboard Allowance List

DAY – Unless specifically identified in the context of its use, "day" will herein refer to a calendar day.

DEI – Diesel Inspector

DFARS – Department of Defense Federal Acquisition Regulation Supplement.

DFM – Diesel Fuel Marine

DOD – Department of Defense

DROH – Docking Regular Overhaul

DV – Dive Vessel

EMERGENCY REPAIRS – Unexpected and unscheduled repairs required to maintain the integrity of the boat's hull, machinery and systems; to insure the safety of the crew; and to provide for the effective performance of the boat's mission.

EPA – Environmental Protection Agency

EQUIPMENT – Refers to any functional unit of hull, mechanical, electrical, ordnance, or electronic type material which is operated singly or as a component of a system or subsystem and which is identified by a Component Identification Number (CID), Numerical Control Number (NCC), Allowance Parts List (APL), or similar designation.

FAR – Federal Acquisition Regulation

FB – Fast Boat

FGS – Final Governing Standards

FMR – Fair Market Rental

FRP – Facility Response Plan

FRT – Facility Response Team

FO – Fuel Oil

G&A – General and Administrative

GFE – Government-Furnished Equipment

GMAW – Gas Metal Arc Welding

GTAW – Gas Tungsten Arc Welding

GTMO – U.S. Naval Base, Guantanamo Bay, Cuba

HAZMAT – Hazardous Material

HAZWOPER – Hazardous Material Operator

HP – Harbor Patrol

ICP – Integrated Contingency Plan

ISP – Internet Service Provider

INVENTORY – Refers to the quantity of stocks on hand for which records are maintained or to the function whereby the material on hand is physically inspected and counted, and the stock records reconciled accordingly.

INSURV – Inspection and Survey

ISL – Integrated Stock List

JFMM – Joint Fleet Maintenance Manual

LCU – Landing Craft, Utility

LCM – Landing Craft, Mechanized

LO – Lube Oil

MOGAS – Mobility Gasoline

MSC – Military Sealift Command

MT – Magnetic Particle Test

NAVEDTRA – Naval Education and Training

NAVFAC – Naval Facilities

NDT- Non Destructive Testing

NEC – Navy Enlisted Classification

NESHAP – National Emissions Standards for Hazardous air Pollutants

NTE– Not to Exceed

NSTM – Naval Ships Technical Manual

NVIC – Navigation and Vessel Inspection Circular

OEBGD – Overseas Environmental Baseline Guidance Document

OEM – Original Equipment Manufacture

OHS – Oil and Hazardous Substance

OPA 90 – Oil Pollution Act of 1990

OPCON – Operational Control pertains to the authority to set schedules, destinations and dictate operational parameters and issue taskings in support of mission objectives.

OPNAVINST – Office of the Chief of Naval Operations Instruction

OSHA – Occupational Safety and Health Administration

OSR – Oil Spill Response

POL – Petroleum, Oil or Lubricants

PREVENTIVE MAINTENANCE – Systematic inspection, detection, correction, and prevention of incipient failures, before they become actual or major failures. Scheduled work on structures, items of equipment, systems, subsystems and components required to provide continuing operation, to preclude unnecessary breakdowns, and to prolong the life of equipment by operating, inspecting, servicing, topping up, adjusting, cleaning, coating or replacing of items.

PM – Project Manager

PMS – Planned Maintenance System

POA&M - Plan of Action and Milestones

PSB – Port Services Boat

PQS – Personal Qualification Standard

PT – Penetrant Test

PWC – Public Works Center

QASP – Quality Assurance Surveillance Plan

RCRA – Resource Conservation and Recovery Act

REPAIR PARTS – Refers to any item including modules and consumable type materials, which has an equipment application and appears in an APL, Stock Number Sequence List (SNSL), Integrated Stock List (ISL), Naval Ship Systems Command Drawings, or a manufacturer's handbook. Section A of Part III of the Coordinated Shipboard Allowance List (COSAL) (stock number sequence list or storeroom items) lists repair parts and equipment related consumables normally stocked by the supply department. Any item in Section A is considered, by definition, a repair part.

RFI – Ready for Issue

R&M – Reliability and Maintainability

ROS – Reduced Operating Status

SDS – Safety Data Sheet

SHIP MOVEMENT - refer to ships arrivals and departures. An arrival is defined as a vessel mooring at a CNIC owned installation (This is a single ship movement). A Departure is defined as a vessel getting underway at a CNIC owned installation (This is a single ship movement).

SIM – Shore Installation Management

SMAW – Shielded Metal Arc Welding

SME – Senior Maintenance Engineer

SNSL – Stock Number Sequence List

TIG – Tungsten Inert Gas

USC – United States Code

USCG – United States Coast Guard

USNB – United States Naval Base

UT- Ultrasonic Test

VHF – Very High Frequency

VT – Visual Test

XT – X-ray Testing

YC – Yard Craft

YFB – Yard Ferry Boat

YTB – Yard Tug Boat

C 28.0 TECHNICAL EXHIBITS

Technical Exhibit 1	Craft and Boats FY14 Pictures
Technical Exhibit 2	Aerial View of Port Ops Buildings
Technical Exhibit 2A	List and Maps Government Provided Facilities
Technical Exhibit 3	Government Furnished Equipment List
Technical Exhibit 4	Consumables Supplies Listing
Technical Exhibit 5	GTMO Material Inventory 2015
Technical Exhibit 6	NAVSTAGTMOINST 4400.2D
Technical Exhibit 7	Ferry/UB Schedule
Technical Exhibit 8	Destructive Weather Plan
Technical Exhibit 9	Special Conditions for GTMO Projects
Technical Exhibit 10	Base Housing, Base Support and Transportation
Technical Exhibit 11	Staffing Plan with Key Personnel
Technical Exhibit 12	DROH for YTB824
Technical Exhibit 13	DROH for YC1639
Technical Exhibit 14	DROH for YTB831
Technical Exhibit 15	DROH for YFB93
Technical Exhibit 16	DROH for YFB92
Technical Exhibit 17	Government Furnished Property (GFP) Listing

QUALITY ASSURANCE SURVEILLANCE PLAN / PERFORMANCE REQUIREMENTS SUMMARY (PRS) MATRIX

The Contractor shall coordinate with the Contracting Officer's Representative (COR) to ensure the objective of the Quality Assurance Surveillance Plan (QASP) is met. The objective of the QASP is to serve as the principal basis for assessing overall performance quality associated with GTMO Port Operations and Maintenance. This document will be used by the Government to assess the effectiveness of the Contractor's management and logistics support. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the PWS.

Government Surveillance
The COR will function as the Technical Representative for this contract, and her/his authority will be limited to administering specific technical aspects of the contract. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this contract. The designated individual will:

Maintain a detailed knowledge of the technical requirements of the contract;

Document Contractor performance in accordance with the QASP;

Identify and immediately forward notifications of deficient or non-compliant performance to the Contracting Officer;

Approve priorities of support, resources, and associated schedules.

Surveillance Methods
Surveillance of Contractor performance is the method used by the Government to determine whether the Contractor is effectively and efficiently complying with all terms and conditions of the contract. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating Contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP.

Demonstration. A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment.

Inspection. A qualification method that is carried out by visual examination of equipment, vessels, reports or operational logs.

Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

Note: The primary method of documentation to determine if the Contractor is effectively and efficiently complying with all terms and conditions will be through the use of Contract Deficiency Reports (CDRs)

In addition to providing quarterly reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file shall contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

Performance Ratings: The Government will evaluate the Contractor's performance in accordance with the Performance Work Statement and the Contracting Officer Representative will assign one of the following standard and ratings:

Table 1 - Overall Performance Ratings (Using PPIRS / CPARS Ratings)

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government's benefit.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit.
Satisfactory	Performance meets contractual requirements.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet implemented satisfactory corrective actions.
Unsatisfactory	Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective.

Performance Requirements
The performance requirements set forth in this section correspond to the PWS paragraphs delineated in the table. The Performance Requirements Survey (PRS) table below provides standards for performance for specific requirements:

Objective 1: Ship movement support. The Contractor will be evaluated on the quality of the Harbor Tug and Pusher Boat Services for The US Navy. This includes providing a qualified crew to support ship movements within 30 minutes of notification by GITMO Port Ops. Additionally, the Contractor will be evaluated on the timeliness to provide pusher boat services within 30 minutes of advanced notice.

Objective 2: Ferry Services: The Contractor will be evaluated on their ability to provide timely ferry services for twenty hours per day, for 365 days or 366 days (leap year) per the prescribe schedule. Additionally, the Contractor will be evaluated on the safety of ferry services and their ability to transport equipment and supplies without accidents or incidents.

Objective 3: Facility Response Team Support: The Contractor will be evaluated on their response times in response to waterborne spills. Additionally, the Contractor will be evaluated on the quality of their training program to ensure personnel and equipment is in compliance with the Facility Response Plan (FRP).

Objective 4: Harbor Security Boat: The Contractor will be evaluated on the quality of their maintenance on security boats, trailers, transports and spare engines.

Objective 5: General Equipment Standards: The Contractor will be evaluated on the appearance of assigned watercraft, including hulls, weather decks, engineering spaces, and mooring lines to ensure they assigned crafts and equipment are maintained in a clean and neat sanitary condition.

Objective 6: Maintenance of Government Furnished Boats and Waterfront Equipment: The Contractor will be evaluated on their ability to perform preventive and corrective maintenance in compliance with the JFMM manufactures repair manual and the Contractor maintenance plan in the WheelHouse maintenance program.

Objective 7: Service Craft, LCU, LCM Maintenance Availabilities and Docking Regular Overhaul: The Contractor will be evaluated on their ability to provide JFMM maintenance support for the Service Craft, LCUs, and LCMs. The Contractor will also be evaluated on their repair work technical documentation input to the maintenance program for each specific craft and the planning of maintenance availabilities.

Objective 8: Marine Repair Services: The Contractor will be evaluated on their ability to provide comprehensive industrial marine repair services IAW PWS section 14.0

Objective 9: Berth Day and Harbor Security Support: The Contractor will be evaluated on the quality of their maintenance on dive boats and the Captain's Gig, Harbor Services Boat, Harbor Security Boats and their associated trailers, and spare engines.

Objective 10: Property Administration Services: The Contractor will be evaluated on the administration of the Government property in Contractor custody and the Contractor's ability to track and maintain Government property.

Objective 11: Supply Support: The Contractor will be evaluated on the custody and security of Government furnished spare and repair parts, and consumable supplies.

Objective 12: Safety and Quality Control: The Contractor will be evaluated on the effectiveness of their Quality Management System Plan, Safety Plan, and HAZMAT procedures.

Objective 13: Management Plans and Reports: The Contractor will be evaluated on the quality of their management support through the monthly progress reports, deliverables, and the updates on the electronic databases. Additionally, the Contractor will be evaluated on their ability to preclude, or resolve issues, and effectiveness of their use of resources to meet planning goals and schedules.

Contract Deficiency Reports (CDRs): The COR shall provide a written report when it is determined that the Contractor has failed to meet the Acceptable Quality Levels (AQLs) of the QASP as part of the COR's monthly report. The Contractor is required to provide a written response to all CDRs within seven days of receipt. Failure to meet the AQLs on one of more PRS work areas for two (2) or more consecutive months will result in negative inputs to the Contractor Performance Assessment Reporting System (CPARS).

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Harbor Tugs and Pusher Boat Services (C6.0)	Provide Harbor Tugs and Pusher Boats services to support ships movements at GTMO.	Contractor provides a tug and crew within 30 minutes of notification by GTMO Port Ops and provides pusher boat services within 30 minutes of advanced notice	Contractor has completed 95% of tug and pusher boats assignments within the prescribed timeframe.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Ferry Services (C7.0)	Provide Ferry Services for transportation of personnel and supplies on a continuous basis.	Contractor is staffed and provides ferry services 365 or 366 days per year, per the prescribed schedule, without accidents or incidents that impact the loss of life or property.	Contractor provides qualified staff to meet the ferry operational schedule with a 95% on time compliance rate, with no operator errors causing accidents or incidents.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)
Facility Response Team Support (C8.0)	Provide assistance for a waterborne spill on a continuous basis.	Qualified staff responds to an emergency within 5 minute from 0700-1700 and 30 minutes form 1701-0659.	No more than one incident per quarter in which qualified staff fails to responds to an emergency within the prescribed timeframe.	Inspection Analysis and CDRs
Dockmaster Assistance (C 6.0)	Provide line handler, brow and brow service support.	The Contractor will be evaluated on the timeliness and quality of their line handler, brow and brow service support.	Contractor has line handlers and brow services on station no less than 15 minutes prior to ships movement. No delays in shipboard movements caused by Contractor delays.	Inspection Analysis and Contract CDRs

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Maintenance of Boats, Equipment, Service Crafts and Industrial Marine Repair Services (C12, C14)	Provide maintenance services to ensure operability of prescribed boats and equipment are maintained IAW with the tech manual specification, maintenance requirement cards, or good engineering practices. Maintenance procedures will be uploaded into the WheelHouse maintenance program.	Corrective and preventive maintenance completed IAW JFMM, the Maintenance Procedures or the Technical Manual specifications, and documented in the WheelHouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.
Security Boat, Dive Boat, Gig and Harbor Services Boat Maintenance (C9.0)	Provide maintenance and repairs for the security boats, Gig, and Harbor Services Boat. All maintenance procedures are uploaded into the WheelHouse maintenance program.	Corrective and preventive maintenance IAW JFMM. Documented in the WheelHouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
General Equipment Maintenance (C11.0)	Provide general cleaning, preservation, and upkeep to assigned watercrafts (hulls and weather decks, engineering spaces), brows and brow stands, trucks, conex boxes, boom reel, and shore power cables	Corrective and preventive maintenance IAW OEM specifications, Navy and GTMO Base regulations and the JFMM. All maintenance and repairs are documented in the WheelHouse maintenance program.	Contractor maintains a high standard of cleanliness on assigned watercraft and marine equipment with no more than (1) instance per quarter of rework required due to failure to follow proper cleanness procedures.	Inspection Analysis and CDRs.
YTB, YFB, LCU, and YC Maintenance Support (C13.0)	Provide engineering and planning support for maintenance availabilities.	Documents repair work, update maintenance program with planned availabilities for corrective maintenance/ and industrial repair work. Effectively coordinates and liaison with COR in the planning and execution of maintenance and DROH availabilities.	Contractor documents discrepancies and repair work update the maintenance program and prepares for upcoming availabilities, within 150 days of DROH availabilities and continuously for scheduled availabilities. No major re-work of the documented discrepancies and repair work as written in the maintenance program.	Inspection Analysis and CDRs

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Property Administration Services (C18.0)	Provide property administrative support services.	Maintain accountability of Government property furnished.	Contractor property logs and accountability indicate 100% management of Government property furnished.	Inspection Analysis and CDRs
Supply support (C19.0)	Provide supply support for the custody and accountability of spare parts, repair parts, and consumables	Maintain accountability of spare parts and repair parts, and consumables.	Contractor supply logs and physical inventory indicate the Contractor has adequate measures in place to prevent loss of Government provided repair parts and consumables.	Inspection Analysis and CDRs.
Safety and Quality Control (C21.0)	Contractor shall provide a safety, hazardous and quality control system.	The Contractor's quality management system, safety program, and HAZMAT procedures have been implemented for the entire contract.	The quality management systems had been demonstrated to be effective when no more than (2) reports require re-write for any given quarter. The safety and HAZMAT plan shall be reviewed and approved by the Government. Full compliance with DoD, base, Navy, and U.S. Coast Guard Regulations is mandatory with no deviations allowed.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Management Plans and Reports (C25.0)	Provide monthly, quarterly, and/or annually reports as needed.	Program support has been documented in the monthly deliverables to indicate the status of the current cost, schedule and performance of this contract.	Contractor provides all required deliverables within 5 business days from the end of the month with 95% of the reports being on-time and requiring no re-work.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

QUESTIONS & ANSWERS #4

The following provides information to all Offerors regarding the continuation of questions submitted and the Government's response regarding Request for Proposal N68836-16-R-0003.

61. Question: In reference to Question 53 on Amendment 0003: What are the freight rates for the material, equipment, and parts required for this contract or does the Contractor obtain their own arrangements? Will the Government make shipping arrangements or is the Contractor responsible for shipment on and off the island? The Government provided the response that the Contractor is responsible for obtaining freight rates for the material, equipment and parts required for this contract. The Contractor is also responsible for making shipping arrangements for shipments on-island and off-island. The Base Barge Service Transportation Officer is Ms. Candace Keller and she can be reached at 904-751-8887.

Is the cargo that the Contractor needs for this contract moved down to the island on the barge to be booked via Candace Keller under Government barge freight rates or booked directly with the barge line servicing the contract. If there are Government freight rates, what are they and is this a reimbursable? If booked directly, then who is the current barge operate and contact details servicing the island so we may get ocean freight rates for containers to bid on this contract for consumables.

Government Response: The cargo that the Contractor needs for this contract is booked directly with the barge line servicing U. S. Naval Station, Guantanamo Bay, Cuba. The current barge operate is Schuyler Navigation Company, LLC and Government freight rates are not authorized. Only purchases (including freight) approved under CLINs 0015, 1015, 2015, 3015 and 4015 are reimbursable. The point of contact to obtain freight rates for Schuyler is:

Logan Hearn
Office Phone: (410) 216-6020
Office Direct: (443) 321-4546
Cell Phone: (443) 254-3671
Email: logan.hearn@domechartering.com

62. Question: Can the Government provide the Electrical Systems diagrams for the Harbor Tugs to get the most accurate information for overhaul estimating purposes?
Government Response: The Government is working on providing the requested information and will provide a response in a future Amendment.

63. Question: Please clarify what is needed for Reps and Certs if you are current in SAM, including those clauses listed under "Solicitation Provisions," except for 2 (FAR 52.209-7 and DFAR 252.209-7991) which are not in SAM to complete. Is including the statement in Tab 3 for SAM and then Section (b) under 52.212-3 and attaching the completed 2 clauses under "Solicitation Provisions" that are not in SAM in Offerors proposal sufficient?

Government Response: Yes, this is acceptable.

QUESTIONS & ANSWERS #5

The following provides information to all Offerors regarding the continuation of questions submitted and the Government's response regarding Request for Proposal N68836-16-R-0003.

64. Question: in C-12.8.3, third paragraph, in reference to Wheelhouse hardware and software, it states that "Contractor shall have dedicated personnel to support maintenance scheduling, data entry to include common verbiage, accuracy of entries, completion entries, inventories and quality assurance checks. Please clarify what "dedicated personnel" means. Does it mean that a person(s) is 100% dedicated to doing this work in Wheelhouse, or can that person(s) have other functions as well?

Government Response: "Dedicated" means the Government requires that the Contractor have personnel assigned to perform all required tasks to support maintenance scheduling, data entry to include common verbiage, accuracy of entries, completion entries, inventories and quality assurance checks. It is the Contractor's sole responsibility to determine appropriate resources needed to accomplish all of the work required by the Performance Work Statement. Additionally, the Government has provided a Staffing Plan resource tool in Technical Exhibit 11.

65. Question: In Section L under Factor 3: PRICE section 3, it states that "The Government will evaluate offers for award purposes by adding the total price for all options, including the potential six months option period available under FAR 52.217-8, to the total price for the basic requirement." It further states that "The pricing used for the option under FAR 52.217-8 will be based on the fourth option period monthly unit price multiplied by six (6) for all CLINs except the Reimbursable CLIN. The price for the Reimbursable CLIN will be $500,000.00." This would be fine for pricing that relates to a "per day" cost, or that could be started and stopped with short notice, such as consumables purchases, and payrolls of crew and staff; however, a few items, most specifically the Wheelhouse annual subscription,

and possibly a few other pricing items, cannot be fully recovered within 6 months unless the full value of the CLIN, rather than the 1/2 value, as proposed, is used in the pricing. Please clarify how the Government expects the Offerors to recover their costs in the Option period under FAR 52.217-8 in these instances.

Government Response: In accordance with FAR 52.217-8, if the Government requires continued performance of services, they must be within the limits and at the rates already specified in the contract. Therefore, the rates shall be the unit price of each applicable CLIN which corresponds with the most recent period of performance (Fourth Option Year). The unit of issue for all CLINs is monthly with the exception of the WheelHouse CLIN, Reimbursable CLIN and Docking Regular Overhauls (DROHs) CLIN.

If the Government requires continued performance of services DROHs will not be performed in the option extension period; therefore, no price will be evaluated under FAR 52.217-8 for overhauls.

Wheelhouse Commercial Maintenance Program service support will be required if the Government requires continued performance of services. The additional service support will be added to the contract through a negotiated modification in accordance with the Changes Clause; therefore, no price will be evaluated under 52.217-8 for Wheelhouse.

The Government directed price for the Reimbursable CLIN is $1,000,000 for the fourth option year; therefore the pricing the Government will use for the option under FAR 52.217-8 for the Reimbursable CLIN is $500,000, based on one-half of the fourth option year price.

The pricing the Government will use for the option under FAR 52.217-8 for all other CLINs will be based on the fourth option year monthly unit price multiplied by six (6) for the six-month extension period.

REV PWS

PERFORMANCE WORK STATEMENT
Port Operation Services
Naval Station Guantanamo Bay, Cuba

C 3.0 OVERVIEW

C 3.1 General. The services to be furnished under this contract include operation of multiple watercraft and boats, related maintenance services, port operations, and waterfront administration in support of United States Naval Base (USNB) at Guantanamo Bay (GTMO) Cuba. The Contractor shall be responsible for the operation, preventive, predictive, corrective maintenance of various watercrafts, boats and equipment, industrial marine repair services and shall provide port operations services. Services shall be provided on a "turn-key" basis with the Contractor providing all necessary management expertise, personnel, supplies, tools, equipment and vehicles unless otherwise specified in this contract as Government equipment furnished. The Contractor shall plan, schedule, coordinate and ensure effective completion of all services described herein. This includes, but is not limited to the following fifteen (15) primary tasks:

(16) Provide ship movement operational support per section C 6.0.

(17) Provide ferry services operational support per section C 7.0.

(18) Provide Facility Response Team (FRT) services per section C 8.0.

(19) Provide berth day operational and maintenance support per section C 9.0.

(20) Provide harbor security boat operational and maintenance support per section C 10.0.

(21) Ensure the cleanliness of assigned watercraft, boats, and equipment per section C 11.0.

(22) Perform maintenance on boats, waterfront equipment, oil spill response, and service craft per section C 12.0.

(23) Schedule and perform hull cleanings and maintenance availabilities on service craft, LCU, and LCMs and YTBs per section C 13.0

(24) Perform industrial marine repair services per section C 14.0.

(25) Provide Severe Weather support per section C 15.0.

(26) Provide transportation support per section C 16.0.

(27) Provide material handling support per section C 17.0.

(28) Provide property administrative services per section C 18.0.

(29) Provide supply and configuration support per section C 19.0

(30) Ensure safety and quality control standards per section C 21.0

C 4.0 REGULATORY COMPLIANCE

C 4.1 The Contractor warrants that all aspects of performance shall be in full compliance with all applicable international conventions and all applicable laws, regulations, permits and other requirements of the United States including all applicable Federal, local, Department of Defense (DoD) and United States Coast Guard (USCG) regulations.

C 4.2 The Contractor shall not pollute the environment. The Contractor warrants that it will avoid all pollution and is in compliance with all DoD, Navy, EPA, OSHA, and local base instructions. The Contractor shall be responsible for all spills that they cause into the environment and shall immediately notify USNB GTMO of any spill. The following list is illustrative of the pollution regulations with which the Contractor must comply:

C 4.2.1 Hazardous material management and waste disposal shall be in accordance with all DoD, Navy, and base regulations. The Contractor shall comply with the Final Governing Standards (FGS)for GTMO, Clean Water Act, the Oil Pollution Act of 1990, 33 U.S.C. §§2701 et seq., (OPA 90), MARPOL Annex I (which prohibits all discharges of oil in special areas), and all applicable statutes and supporting U.S. Coast Guard regulations. Additionally, for hazardous materials used and/or generated during operation and/or maintenance including shipyard periods, the Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Clean Air Act, the Clean Water Act, OPA 90, and all other applicable statutes and regulations.

C 4.2.2 Contractor-operated vessels shall handle spill prevention in accordance with DoD, Navy, local instructions, NAVSTAGTMO Spill Prevention and Response Plan and OPNAVINST 5090 series guidance.

C 4.2.3 All coatings shall be in compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) under the Clean Air Act.

C 5.0 GOVERNMENT FURNISHED EQUIPMENT, SUPPLIES AND SERVICES

C 5.1 The Contractor shall take custody of the Government-furnished watercrafts and equipment listed in Technical Exhibits 1 and 3. At vessel turnover, the Government warrants that the platforms are in good material condition, safe to perform all missions and that equipment is in proper working condition. For the purposes of this contract, the terms vessel, boat and watercraft are synonymous.

C 5.2 Facilities. The Contractor will have use of Government-owned facilities in support of this contract. The Contractor will be responsible for providing all cleaning, supplies and janitorial services for these spaces, and supporting the USNB Zone Inspection Program (COR will provide schedules and instructions). On a monthly basis, the Contractor shall inspect the fire extinguishers in the assigned areas and identify any deficiencies to the COR. The Contractor is required to conserve energy and water to the maximum extent practical in accordance with the Base Energy Conservation Regulation. The Contractor shall observe the Base Energy Conservation Regulation and shall post this instruction for employees to read. The Contractor shall not modify or renovate any of the buildings without the approval of the Contracting Officer (KO). Technical Exhibits 2 and 2A provides a list and area maps of the Government-furnished Facilities.

C 5.3 The Government will provide the following services within GTMO. For those items requiring disposal, the Contractor shall deliver the items to the location identified by the Government.

(1) Electricity
(2) Fuel Oil - DFM (F76), JP5 and MOGAS for Government-owned vessel/craft operations.
(3) Lube Oil (for Government-owned craft) as part of corrective maintenance not preventive maintenance.
(4) Hydraulic Oil, Transmission Fluid, Steering Fluid, Grease for corrective maintenance not preventive maintenance.
(5) Potable Water
(6) HAZMAT Disposal for HAZMAT generated during normal operations
(7) Garbage Disposal
(8) Sewage Pumpout and Disposal
(9) Pier space to moor vessels utilized in support of this contract
(10) Diesel Engine Inspectors
(11) Oily Waste Disposal
(12) Mobile Crane Services when approved by the COR

C 6.0 CONTRACTOR-FURNISHED EQUIPMENT AND SERVICES

C 8.7 General Requirements. The Contractor shall be responsible for operating, navigating, and maintaining various watercrafts, boats and equipment as well as performing port services functions, as outlined in this contract. The Contractor shall maximize the use of personnel resources to cross deck people (as qualified) to the greatest extent possible.

C 8.8 The Contractor shall provide all Automated Data Processing (ADP) for unclassified information necessary to support this contract. This can include, but is not limited to computers, hardware, printers, scanners, copiers, LAN systems, commercial software, etc. The Contractor shall maintain an open connection at all times to an Internet Service Provider (ISP) to provide continuous email connectivity and effective and efficient use of the web based commercial maintenance program. The maintenance program will require a minimum of 10mb/2mb and 15gb throughput. The Contractor will not be provided a Navy-unique email address.

C 8.9 The Contractor shall be responsible for landline telephone services (local and long distance).

C 8.10 The Contractor shall provide cell phones for all key personnel. Cell phones and service shall be included in the FFP. Price information for cell phones is contained in Technical Exhibit 10.

C 8.11 Management and Authority.

C 8.11.1 Project Management Support. The Contractor shall designate an individual as the Project Manager (PM) on-site for this contract. The PM shall be the Contractor's point of contact with the Contracting Officer and the COR in matters concerning this contract. The PM shall have the authority to commit

the Contractor in all matters related to this contract. The PM shall be responsible for coordinating, formulating, disseminating and implementing all contract requirements issued by the Government.

C 8.11.2 Boat Operator Authority. A boat operator ("Operator") is defined as a person who is responsible for the operation of any vessel being used in support of this contract. The Operator is responsible for the navigation and care of the vessel as well as the safety of personnel embarked. The Operator shall execute his duties in accordance with U.S. Coast Guard rules and regulations as well as other federal, state and local laws. The Operator has the sole authority for safeguarding embarked personnel and the vessel assigned to his/her custody. The Operator has the authority to abort operations when there is a clear and present danger to safety of embarked personnel and/or his/her assigned watercraft.

C 8.12 Emergency Contact. The Project Manager (or designee with the same authority) must be available to be contacted 24 hours a day, 7 days a week to respond to emergency situations.

C 8.13 Readiness. The Contractor shall ensure that the craft and crew are maintained in such that they are ready to support operational requirements in accordance with contract requirements. The Contractor shall submit a boat/equipment non-availability notice to the COR verbally, in writing, or via e-mail no later than one hour after any boat and/or equipment failure or damage occurs. Verbal notifications shall be followed-up with written or email notification to the COR within 4 hours after any boat and/or equipment failure or damage occurs.

C 8.14 Normal hours of operation for Naval Station port operations are Monday through Friday, 0800-1600. Normal hours of operation for each service are identified in the sections that describe the service. Government Holidays will be considered non-normal working hours except for those services that are required every day of the year. Vessels will require a 30 minute warm up and cool down period to allow engine and system parameters to reach normal.

C 8.15 Flex Time: The start of normal hours of operation can change on a daily basis, as required by the Government. Unless otherwise specified, the earliest the workday can start is 0500 and the latest is 0900. The Government will provide two (2) calendar days notice prior to changing the flextime schedule. Each service and/or vessel defined herein may have a unique flextime schedule.

C 8.16 Sounding and Fire Watch. The Contractor shall provide a roving sounding and fire watch outside of normal hours, which are specified in Section C 4.8, 7 days a week, all days of the year. At a minimum, each vessel and assigned facility shall be checked every other hour, for bilge levels, shore power hoses, mooring lines, water leaks, presence of smoke or fire and any normal conditions. For safety purposes, a minimum of two Contractor personnel is required for every watch.

C 8.17 Due to mission requirements and location of GTMO, the workload can be dynamic. The Government reserves the right to require the Contractor to perform additional Port Operations Functions in support of GTMO, including, but not limited to additional boat operations, additional maintenance on boats, growth work, towing, migrant operations support, travel lift overhaul, and Government directed special requirements. The Contracting Officer, in accordance with the Changes Clause, will negotiate any change to port operations functions.

C 8.18 Force Protection supplies/services. The requirements for force protection of ships and facilities are rapidly changing. If additional supplies and services within the general scope of the contract are required by the Contracting Officer, the required supplies and or services will be added to the contract through a negotiated modification.

C 9.0 TRANSITION

C 9.1 The Contractor shall complete all training and familiarization in order to support the below timelines. The Contractor shall develop a transition plan detailing the transition process, including but not limited to hiring, Subcontractor arrangements, training and qualifications, obtaining vehicles, weight handling equipment, manlifts, turnover of GFE, island clearances, and housing accommodations, etc. The Government may accelerate the transition schedule given below under the Changes clause at a rate to be negotiated.

C 9.2 Anticipated Contract Award: 1 September 2016

C 9.3 To ensure the continuity of services are maintained at the required level of proficiency, the Contractor shall provide a transition period from 1-31 October 2016 with the incumbent. The incoming Contractor shall work with the incumbent to prepare to assume full responsibility for all areas of operations and maintenance. Although the incoming Contractor and the incumbent will work together during the transition period, the incumbent will retain full responsibility during this transition time period. The Contractor assumes responsibility for 100% of contract performance on 1 November 2016. All transition activities must be completed prior to start date of this contract. The Contractor shall provide a Firm Fixed-Price for phase-in services. The full performance period will commence on 01 November 2016, with the transition period scheduled to commence on 01 October 2016. The transition schedule will be mutually agreed to by the Contracting Officer, Contracting Officer Representative (COR) and the Contractor to make best use of the capabilities and skills of the Contractor personnel.

C 5.4 During the final week of the contract period of performance, the Contractor shall provide a complete, written updated Technical Exhibits 3 and 5 of all Government-furnished equipment and materials provided under this contract. If the incumbent Contractor is awarded the new contract, the final inventory shall be conducted with the COR or ACOR. If the incumbent is not awarded the new contract, the incumbent shall conduct a joint inventory with the incoming Contractor and the COR or ACOR.

C 10.0 SHIP MOVEMENT SUPPORT - HARBOR TUGS, PUSHER BOAT, PILOT, LINE HANDLERS

C 10.1 The Contractor shall provide Harbor Tug and pusher boat services utilizing YTB-820, YTB-824 and YTB-831.

C 10.2 Normal hours of operation for the harbor tugs and pusher boat are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C 10.2.1 The Contractor shall operate and maintain two harbor tugs simultaneously during normal hours. The third harbor tug will be in reduced operating status for maintenance by the Contractor. Reduced operating status (ROS) for the tug is defined as the amount of maintenance necessary to ensure that the material condition of the tug does not degrade and the equipment/systems could be activated within seven days. The Government will provide seven days notice to activate the tug in ROS (and place another tug in ROS).

C.6.2.2 The Contractor shall provide harbor tug services during normal hours within 30 minutes of request and during non-normal working hours the tugs shall be ready for service within 2 hours of request by the COR. Contractor can expect 300 annual ship movements during normal working hours and 60 annual ship movements during non-normal working hours.

C.6.2.3 A minimum crew of four is required for operation of each harbor tug (1 Tugmaster, 1 Chief Engineer, 1 Oiler Electrician, and 1 Deckhand).

C.6.2.4 The following list is illustrative of the services to be performed by tugs under this contract:

1) Towing, twisting, mooring, berthing, docking, streaming, shifting, assisting, pulling, and escorting vessels, barges, submarines, crafts, hulls, sleds, derricks, lighters, and objects of whatsoever nature including anything carried thereon. The Government reserves the right to direct the Contractor to use the tugs separately or jointly with other tugs in the performance of any services listed in this Contract. Towing may include origin and destination locations offshore. The Government directed work shall be added to the contract through a negotiated modification and shall be invoiced under the Reimbursable CLIN.

2) Transfers of pilots and Government Personnel by vessel.

3) Tug emergency support services, including responses to weather conditions threatening vessels, piers, dry-docks, or shore facilities; shipboard fires; vessels aground; vessel equipment failures; downed aircraft; oil spills; missions of mercy; collisions; ammunition

mishaps; and search-and-rescue operations and shipboard casualty or National Defense Emergency.

4) Line handling.

5) Within the geographical region of the Caribbean, the Contractor shall provide assistance with vessel(s) which are ordered to any berth, dock, anchorage, wharf, open roadstead, submarine line, or alongside any vessel, barge, lighter, submarine, craft, hull, derrick, or object of whatsoever nature that the Government may direct, provided the vessel can lie always safely afloat except in harbors or waters where groundings are custom of the port.

C 10.3 Pusher Boat Services. The Contractor shall provide pusher boat services at GTMO using Government-furnished pusher boat.

C 10.3.1 The Contractor shall operate and maintain the Government Furnished pusher boat (PB-1/ Vessel number 74CM831).

C 10.3.2 The pusher boat shall be used to perform miscellaneous tasks, including, but not limited to movement of waterborne items, docking of vessels, movement of small cargo, line handling, etc.

C 10.3.3 The Contractor shall provide pusher boat services during normal working hours within 30 minutes of request. Contractor can expect 60 annual pusher boat services during normal working hours. The Contractor is only required to operate one harbor tug when the pusher boat is operating.

C 10.3.4 Pusher boat services during non-normal working hours shall be provided within 4 hours of notice by the COR. Contractor can expect 45 annual pusher boat services during non-normal working hours.

C 10.3.5 A minimum crew of three is required for operation of the pusher boat (1 Coxswain, 1 Oiler Electrician, and 1 Deckhand).

C 6.4 The Contractor shall assist the Government Dockmaster with mooring ships at GTMO.

C 6.4.1 The Contractor shall coordinate and provide all necessary line handling services. A maximum of 10 line handlers will be required at any one time. Unless there is an emergency, the Contractor will be given at least four hours advance notice.

C 6.4.2 Line handler services are typically required during normal working hours; however, the services must be available during non-normal working hours to assist with vessel arrivals and departures. The Government estimates 300 annual ship movements of which 60 ship movements per year will occur after normal working hours and on weekends and Federal Holidays. Typically between 4 and 10 line handlers will be required.

C 6.4.3. During all operating hours, the line handlers shall be on station no less than 15 minutes prior to the scheduled arrival/departure of the vessel. The COR or designee will schedule the line handling services with the Contractor.

C 6.5 The Contractor shall be responsible for storing, maintaining in accordance with Section C 12.0, transporting, and staging of Government-furnished shore power cables and cradles for ship-to-shore power, brows and brow stands and portable fenders. The Contractor shall not be responsible for the quality or capacity of ship-to-shore power. The Contractor shall not connect or disconnect shore power, or place brows and brow stands on ships.

C 6.6 Harbor Pilot Services. The Contractor shall provide a Harbor Pilot for GTMO and can expect approximately 80 ship movements per year that requires these services. Vessels request Pilot services prior to arrival and departure through Port Control.

C 11.0 BERTH DAY SUPPORT - FERRY SERVICES

C 11.1 The Contractor shall provide ferry services at GTMO using the Government-furnished ferries listed below.

C 11.1.1 Two Government-furnished Yard Ferry Boats (YFB-92, YFB-93);

C 11.1.2 Three Government-furnished utility boats (UB) (GTMO-5, GTMO-6 & GTMO-7);

C 11.1.3 Two Government-furnished Landing Crafts (LCU1675 & LCM8-4).

C 11.2 The ferry service primarily provides passenger, vehicle, cargo and equipment transportation between the Windward and Leeward side of GTMO at designated ferry landings. Normal ferry operations are set forth in Technical Exhibit 7; however, the scheduled arrival/departure times may be changed by the COR and the scheduled hours of operation may be changed to support the different missions in GTMO as directed by the Contracting Officer with 24 hours' notice. The maximum numbers of vessels in operation at one time are 3 YTB's, 1YFB; 2 YTB's, 1YFB and 1 PB: 1 YFB, 1 LCU and 2 UBs; 2 YFB's, 1 LCU, 1 LCM8 and 2 UB's.

C 11.3 For ferry services, the Contractor shall operate as described below.

C 11.3.1 The Contractor shall be responsible for the safe loading and embarking /debarking of personnel and vehicles on the ferry in accordance with general guidance provided by the COR.

C 11.3.2 Additional non-normal ferry operations shall be provided within two hour notice. Contractor can expect non-normal ferry runs to average twelve per month. Examples are medical evacuations, personnel movements, ammo load outs, and/or fuel tankers. As a contingency plan, the Contractor may be tasked with additional ferry operations to support migrant operations that could run 24 hours per day, 7 days a week. The migrant operations ferry schedule will be coordinated between the Contractor and the COR based on support required and sustainment of operations. Crew rest and maintenance will be addressed in the schedule.

C 11.3.3 The Contractor shall also operate the boats/crafts to support various general harbor work in addition to non-normal ferry runs. Examples are sand and gravel truck movements and equipment movements. An average of 4 per month can be expected.

C 11.3.4 A minimum crew of four is required for operation of each YFB and LCU (1 Craftmaster, 1 Loadmaster, 1 Chief Engineer, and 1 Oiler/electrician), and a minimum crew of three is required for operation of the UB and LCM (1 Coxswain, 1 Engineer, and 1 Bow hook/Stern hook).

C 12.0 BERTH DAY SUPPORT - FACILITY RESPONSE TEAM (FRT) SERVICES

C 12.1 The Contractor shall provide waterborne FRT services at GTMO utilizing Government-furnished vessels and equipment. FRT response services and training shall be in accordance with OPNAVINST 5090.1D. (OPNAVINSTs are available on the Internet at the following website: http://www.fas.org/irp/doddir/navy/opnavinst/index.html.

C 12.2 Contractor shall provide waterborne FRT services twenty-four (24) hours per day, seven (7) days a week. Immediate response is required within 1 hour of notification of a spill to deploy 1000 feet of oil boom to start containment.

C 12.3 Under FRT services, the Contractor's responsibilities include, but are not limited to, the following:

C 12.3.1 Responsible for investigating reports of possible spills and report the details of the spill, source, size, estimated amount and type of product. If there is a spill, the Contractor shall respond in accordance with Section C 8.1.

C 12.3.2 Responsible for containing waterborne spills and recovering product from the water. The Contractor may be required to work and train with other agencies or departments that also have oil spill response capabilities.

C 12.3.3 Responsible for preventive containment booming/un-booming of ships, submarines, barges, and facilities including booming of strategic response locations within 1 hour of receipt of request.

C 12.3.4 Contractor shall boom ships with containment boom when vessels are scheduled to transfer liquid cargo with a petroleum, oil or lubricants (POL) base or components. Typically all vessels will be

boomed after arrival. Continuous containment is required 360 degrees around the vessel. If 360 degree booming is not possible or practicable, the Contractor must notify the COR immediately.

C 12.3.5 Responsible for ensuring FRT personnel are trained and equipped in accordance with the position descriptions listed in the Facility Response Plan (FRP) and qualified in accordance with Section C 22.

C 12.4 The Contractor shall be qualified in accordance with Section C 22.0 Personnel Requirements and maintain in accordance with Sections C 11.0 and C 12.0, the six Oil Spill Response Government-furnished boats (Boom Boat-1, Boom Boat-2, Fast Boat-1, Platform-1, Platform-2, (2) Pumper Trucks, and Skimmer), trailers, spare engines, boom reels and associated equipment and booms. Oil Spill Response Boat crewing. A minimum crew of two (1 Coxswain and 1 Deckhand) is required to operate each boat except for the platform boats which require a minimum crew of three (1 Coxswain and 2 Deckhands).

C 12.5 The Contractor shall provide an Oil Spill Report consisting of an itemized accounting of all costs including materials and man-hours associated with an oil spill response situation.

C 12.6 The Contractor shall participate in regional training, exercises and other spill response training as required by the COR.

C 9.0 BERTH DAY SUPPORT – BERTH DAY BOATS, DIVE BOATS AND SERVICES

C 9.1 Dive Boats The Contractor shall maintain the two dive boats (DV-1, DV-2) and trailers, including spare engines in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boats as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements. The Port Operations department military personnel will operate the dive boats for all other uses.

C 9.2 GTMO Captain's Gig Maintenance. The Contractor shall maintain the Captain's Gig in accordance with Sections C 11 and C 12. The Contractor will be required to operate the Gig as necessary for maintenance. The Port Operations department military personnel will operate the Gig for all other uses.

C 9.3 Port Service Boat The Contractor shall maintain the Port Services Boat (PSB) and trailer, including spare engines, in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boat as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements. The Port Operations department military personnel will operate the port service boat for all other uses.

C 9.3.1 In accordance with the procedures identified under Property Administration (Section C18), Government personnel will check out/check in the port services boats with the Contractor.

C 9.4 The Contractor shall provide trash removal services within the waters of GTMO (see Technical Exhibit 2A) using Government-furnished vessels. This service includes waterborne trash removal and obstructions to navigation and floating debris. The Contractor is responsible for disposing of the trash and debris in an area adjacent to the waterfront as specified by the COR. The Contractor is not required to haul the trash to a landfill.

C 9.5 The Contractor shall relocate, as directed by the COR, all boats and the miscellaneous equipment that supports the Port Operation Department. Relocation of these items can include movement by water.

C 10.0 HARBOR SECURITY BOATS

C 10.1 Security Boats. The Contractor shall maintain the four security boats (HP-1, HP-2, HP-3, and HP-4), trailers, boat lifts, transports and spare engines. The Security Department will operate the security boats for operational purposes. The Contractor will be required to operate the boats as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

C 10.2 Normal hours for providing maintenance services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C 11.0 GENERAL EQUIPMENT STANDARDS

C 11.1 The Contractor shall operate Government equipment furnished, watercraft and boats in accordance with the original equipment manufacturer's technical manuals and specifications.

C 11.2 Watercraft Standards of Appearance. All watercraft shall be maintained in a neat sanitary condition with all loose gear, equipment and tools stowed in a safe, secure, and orderly fashion. All bright work shall be kept shined and all labels and stencils shall be kept clearly legible.

C 11.3 Hull and weather decks. The exterior hull, weather decks and superstructure, including ladders, booms, winches, capstans, and all other deck fittings, shall be maintained in a clean, rust free condition. Waterline and draft marks shall be repainted with sufficient frequency to ensure a high standard of appearance and vessel smartness. The national ensign, jack, pennants, and signal flags shall be clean and un-tattered. All craft shall be washed down with freshwater on a weekly basis.

C 11.4 Mooring lines shall be maintained in a clean and serviceable condition. Rigging and ground tackle shall be maintained in accordance with manufacturer's recommendation. All rigging and ground tackle shall be regularly inspected and maintained to be clean and rust/corrosion free condition.

C 11.5 Engineering spaces. Engineering spaces shall be maintained in a neat, clean, oil-free condition with bilges dry or at the minimum practical level, and oil-free. Attention shall be given to small leaks, insulation and lagging, painting and preservation, equipment stowage, and similar housekeeping items. Machinery shall be maintained to original equipment manufacturer's specifications and professional marine engineering standards of material condition and readiness required for mission performance. Packing glands, guards, and other similar items shall be routinely maintained. Constant attention shall be given to maintenance and repair actions that impact safety. Surface coatings shall be maintained in accordance with applicable vessel technical manuals and Naval Ships Technical Manual (NSTM) 631. Status boards, posted instructions and diagrams shall be neatly and accurately maintained.

C 11.6 Interior spaces. All interior spaces shall be maintained in a clean, corrosion/rust-free and properly painted condition. Decks and ladders shall be maintained free of tripping and slip hazards. Ship's furniture shall be maintained in good repair. All interior bright-work shall be regularly shined.

C 11.7 The Contractor shall maintain all waterfront and oil spill response equipment that includes brows, brow stands, shore power cables, hoses, boom reels, vacuum trucks, OSR conex boxes, and boom in good condition. This includes preservation, cleaning, maintenance and repair. Shore power cables and cradles shall be protected from damage and stored out of exposure to the sun.

C 12.0 MAINTENANCE OF GOVERNMENT FURNISHED, BOATS, WATERFRONT EQUIPMENT, OIL SPILL RESPONSE EQUIPMENT AND SERVICE CRAFT

C 12.1 General. The watercraft, systems and equipment, and other assigned port service areas and equipment shall be maintained in accordance with original equipment manufacturer's specifications, the Joint Fleet Maintenance Manual (JFMM) Volumes IV, V, VI, and applicable NSTM's. The Contractor shall accomplish maintenance and repairs approved by the Navy planning yard on vessel hulls, equipment and systems as directed by the Contracting Officer and Contracting Officer Representative. If a part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in paragraph Section C 19.1.1.

C 12.2 Senior Maintenance Engineer. The Contractor shall assign a senior maintenance engineer to coordinate all watercraft and equipment maintenance and repair.

C 12.3 The Contractor shall perform a visual inspection of each vessel on a daily basis to record engine operating hours and to record the condition of the each boat. Vessels operated by the Government will be made available to the Contractor for these daily inspections.

C 12.4 Consumables required for operation of these boats (e.g fuel, mooring lines, fenders, lifesaving equipment, etc.) shall be purchased under the Reimbursable CLIN. Consumables required for vessel preventative maintenance shall be included in the Contractor's Firm Fixed-Price.

C 12.5 In accordance with the procedures identified in Property Administration, Government personnel will check out/check in the boats listed in Sections C9 and C10 from the Contractor.

C 12.6 The Contractor shall work closely with the COR to ensure that maintenance requirements do not interfere with operational requirements.

C 12.7 The Contractor shall maintain each craft's readiness for all operational requirements. The Contractor shall ensure that all equipment, machinery, and appurtenances of the craft, regardless of the frequency or importance of use, shall be maintained in the highest state of readiness. The Contractor shall be responsible for performing scheduled and unscheduled maintenance to ensure mission readiness 24-hours a day. Contractor will work with the COR on number of vessels that are down for maintenance after working hours.

C 12.8 Predictive, Preventive and Corrective Maintenance. The Contractor shall perform predictive, preventive and corrective maintenance as required to maintain each craft's equipment and systems and other assigned port service areas and equipment in a high state of readiness. This service shall ensure to the maximum extent possible continuing operation of the machinery, prolonging the life of the machinery, and to preclude breakdown of the machinery, unnecessary overhaul of major equipment, and excessive corrective maintenance of the machinery.

C 12.8.1 Predictive Maintenance. The Contractor shall collect lube oil samples for analysis on all lubricating and hydraulic oil systems. Contractor shall respond to and perform as necessary preventative and corrective maintenance as indicated by the analysis.

C 12.8.2 Preventive Maintenance. The Contractor shall perform all preventive maintenance on assigned watercrafts, systems and equipment, and other assigned port service areas and equipment.

C 12.8.3 Contractor Maintenance Plan. The Contractor shall utilize, "WheelHouse" commercial maintenance program and inventory control program to develop maintenance plans for each Government-furnished watercraft, service craft, waterfront equipment, oil spill response equipment and all other equipment that requires maintenance performed using manufactures tech manuals, existing maintenance requirement cards and good engineering practices. The Contractor will verify procedures, maintenance checks and documentation that support the maintenance prior to implementation. The Contractor shall include all inventory items in the commercial maintenance program.

The maintenance program must be able to accurately depict the status of each vessel and equipment, provide historical maintenance and repair data, total maintenance costs per boat or equipment, inventory and costs of parts used, labor hours estimated per maintenance check, actual labor hours used, part failure analysis, engine hours, scheduling of maintenance checks, number of checks completed on a monthly and annual basis. The Contractor shall upload all pertinent reference documentation that pertains to each vessel or equipment for easy reference to procedures, drawings etc. The program will also have the capability to assign vessels to a future planned phased maintenance availability or scheduled overhaul, this will allow building the work package for the future event and inputting all maintenance and repairs to that availability.

The Contractor shall procure the maintenance program through WheelHouse Technologies. The data in the program will belong to and be turned over to the Government at the end of the contract period. The WheelHouse Commercial Maintenance Program Base Year CLIN shall include the following implementation services: First year subscription; Vessel Walkdown and Facility Management Services; Inventory and Purchasing Module; Barcode Inventory Module; On-Site Training and Implementation Support. WheelHouse Option CLINs shall include annual subscription services. The Contractor will be responsible for internet connection that will support maintenance program as described in C 4.2. The Contractor shall include the internet support for the maintenance program in their Firm Fixed-Price under the "Data" CLINs. Contractor shall have dedicated personnel to support maintenance scheduling, data entry to include common verbiage, accuracy of entries, completion entries, inventories and quality assurance checks.

Contractor is responsible to increase initial manning and administrative requirements to ensure the program is fully operational within 120 days of award. The Contractor will continue to perform required

maintenance and repairs of all craft utilizing a local program until the commercial maintenance program is operational for the first 120 days.

The Government shall provide Diesel Engine Inspectors for those engines covered under the Navy's Diesel Inspection Program.

Contractor shall develop a phased maintenance plan/refurbishment cycle for boats that includes blasting, priming and painting vessel exterior and interior spaces, inspecting wiring and equipment and replacing as necessary. In between refurbishment cycles, the boats and equipment will have their hulls cleaned, visually inspected, spot preserved and equipment replaced as corrective maintenance if required. Plan will be developed annually with the COR.

C 12.8.4 Corrective Maintenance and Repairs. The Contractor shall accomplish all corrective maintenance and all repairs to ensure a high state of readiness of the craft, their systems and equipment, and other port services operations in accordance with the PWS.

C 12.8.4.1 Contractor will have the capability to perform corrective maintenance and repairs that includes such efforts as troubleshooting, disassembly, repair, replacement, assembly, startup, and adjustments. Typical examples of corrective maintenance are as follows: pump overhaul, injector replacement, gunwale repair, piping repair, valve overhaul or replacement, weld repairs, replacement of deteriorated metal, breaker or transformer replacement, electrical/electronic repairs, deck fitting repairs, stuffing tube replacement, leak correction, overhaul of engines and re-engine of vessels, air conditioning and refrigeration, hoses, cables, hydraulic systems, and etc.

C 12.8.4.2 Corrective maintenance and repairs shall be accomplished within 24 hours of identification unless approved by the COR and scheduled for a future date or availability in WheelHouse. The craft's material condition shall be maintained at full design operating level and ensure that further deterioration in the condition of equipment and systems does not occur. Contractor will be manned to respond immediately to corrective maintenance and repairs. There will be repair work that will be deferred to the next maintenance availability when parts can be obtained and sufficient vessel downtime can be established to affect repairs, and will be established with the COR.

C 12.9 Gauge Calibration. Calibration of gauges, micrometers, torque wrenches etc. shall either be provided by the Government utilizing the calibration facility at GTMO or shall be sent for calibration off-island. Off-island calibrations will be added to the contract through a negotiated modification.

C 12.10 Maintenance Personnel. The Contractor shall have sufficient personnel to perform all predictive, preventive, corrective maintenance and repairs. The Contractor's plan for managing predictive, preventive, corrective maintenance and repairs shall include the use of Contractor personnel to accomplish repairs considered being within their capability. The Contractor shall ensure the skill level of the personnel performing the work is commensurate with the technical difficulty of the work and that the repairs are of a lasting, high quality nature meeting the U.S. industry and Governmental standards. The Contractor shall provide sufficient shore side maintenance personnel, who are not permanently assigned to operating vessels, to accomplish all the predictive, preventive corrective maintenance and repairs as scheduled. Contractor shall respond immediately to vessel and equipment repairs and continue with preventive maintenance.

C 12.11 Contractor is responsible for periodic inspection, repair and annual cleaning of permanently installed waterborne boom and tiderisers.

C 12.12 Contractor is responsible for maintaining the six (6) Oil Spill Response container express (CONEX) boxes, and the supplies and equipment located in the CONEX boxes at various locations. Locations of the CONEX boxes are listed in Technical Exhibit 3. The lockers will have an inventory placard located on the container. Oil Spill Response supplies will be purchased by the Contractor under the Reimbursable CLIN.

C12.13 Contractor shall perform the layup and/or maintenance actions required for disposal of excess watercraft that are under the custody of Port Operations. This work shall be performed on a not to interfere basis with the normal duties and will include minor maintenance, repair or preservation, removal of equipment, defueling and engine removal. The Contractor may be required to obtain special services for

maintenance or repairs; and for testing and removal of hazardous materials. The additional work will be added to the contract through a negotiated modification in accordance with the Changes Clause.

C 13.0 SERVICE CRAFT, LCU AND MAINTENANCE AVAILABILITIES AND DOCKING REGULAR OVERHAULS (DROH)

C 13.1 Travel Lift Capability. The travel lift has the capability to remove all vessels from the water for docking with the exception of the YTBs. Contractor shall maintain and operate Travel lift in accordance with Section C 17.0.

C 13.2 Hull Cleanings. Vessels will be removed from the water and placed on blocks at least every 12 months for hull cleanings and visual inspections. Contractor will provide the schedule to the COR and include any corrective maintenance to be performed on each vessel during the hull cleaning. Any time a service craft is removed from the water the Contractor will dock the craft and provide a docking report to the COR in accordance with NSTM 997. The Contractor will develop a schedule for military divers at GTMO to perform waterborne hull cleanings and inspections on the YTBs. Schedule for military divers must be approved by the COR.

C 13.3 Maintenance Availabilities. The Contractor with the COR will schedule phased maintenance availabilities and take the vessels out of service for a short duration of 1-4 weeks subject to COR approval to complete corrective maintenance and approved alterations utilizing their industrial marine services. The phased maintenance availabilities are designed to perform all work that does not require a docking availability. An example of this work would be corrective maintenance that requires the craft to be out of service for 1-4 weeks, engine overhauls, bulwark repairs, deck repairs, generator work, preservation, piping replacements, A/C replacements, decking, vent ducting, electrical and above the waterline hull repairs. There may be some work that would or should be scheduled in conjunction with a scheduled docking availability and will be determined by the COR and the Regional Maintenance Manager. Contractor shall use the maintenance program to document all maintenance actions and shall flag required preventive, corrective maintenance and repairs for the next maintenance availability and order parts, materials to support it.

C 13.4 Docking Regular Overhauls (DROH). Docking Regular Overhauls are scheduled every six years for the YTBs and YFBs and every eight years for the YC. The LCU is classified as a boat and will require six year DROH cycles. The Contractor and the COR shall meet to discuss future docking availabilities on an annual basis at a minimum. For planning purposes, the following craft will be scheduled for DROH in the next five years: (FY18-YTB 824, YC1639), (FY19-YTB 831), (FY20- YFB93) and (FY21-YFB 92). The drydocking critical work is identified in Technical Exhibits 12-16. Docking Regular Overhauls will consist of docking critical work such as hull non-destructive testing, hull plating replacements, blasting, priming and painting, sea chest, waster sleeve, sea valves, seawater piping, tank inspections, propeller and shaft removals, rudder removals, cutlass bearing replacements, strut bearing replacements, tank cleaning and inspections, tank and void preservation and all work that can only be performed while in dock. This will be an extended maintenance period of up to twelve weeks. The Contractor will document and flag DROH maintenance and repairs to the next DROH availability in the maintenance program. The Contractor shall oversee repairs with the Government representative, completing docking inspection reports, NDT reports and docking the service craft in accordance with NSTM 997. Contractor will be required to perform start-up maintenance, fueling operations, system alignments, testing and post DROH sea-trials.

C 13.4.1 YTB's. The Contractor will provide a firm fixed-price for the docking availabilities listed in Technical Exhibit 12 and 14. The YTB's cannot be drydocked on island and will have to be towed to a contractor facility stateside. Contractors pricing shall include preparation for towing in accordance with the Navy Towing Manual, towing and shipyard costs for labor and material. Contractor will also have to provide on-site technical oversight during the availability, defueling, refueling system alignments and sea-trials. Any growth work or new work will be addressed by Condition Found Report to the Contracting Officer via on-site Government representative for approval.

C 13.4.2 YFB's and YC. The Contractor will provide a firm fixed price for the docking availabilities listed in Technical Exhibit 13, 15 and16. The YFB's and YC can be drydocked on island with the travel lift. Contractor's pricing shall include all materials required for the availability and any additional labor

and/or overtime the Contractor would require outside of their existing workforce and normal working hours to complete the availabilities within 12 weeks. Any growth work or new work will be addressed by Condition Found Report to the Contracting Officer via COR.

C 13.4.3 The Contractor and the COR will periodically review work items for the scheduled availability and develop the plan of action and milestones (POA&M). The COR will notify the Regional Maintenance Manager who will provide an independent ship check and detail of each item. The COR will submit the DROH work package to the Regional Maintenance Manager at least 150 days prior to the scheduled availability. Once the work package has been reviewed by the Regional Maintenance Manager the package will be sent back to the COR for the Contractor's corporate approval. Package is then sent to the Contracting Officer for execution approval. The DROH packages will be individually uploaded in the" WheelHouse" program for each vessel to become part of the permanent material history record.

C 14.0 INDUSTRIAL MARINE REPAIR SERVICES

C 14.1 The Contractor shall provide industrial marine repair services. These services are necessary for the Government equipment furnished listed in Technical Exhibit 1. If a repair part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in Section C 19.1.1.

C 14.2 Normal hours for marine repair services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C14.3The Contractor shall provide the following services utilizing Government equipment furnished, and in compliance with the JFMM, Volumes IV, V, VI, applicable Naval Ships Technical Manuals and Industry Standards:

C 14.3.1 Sandblasting, Hydro-Blasting and Painting. Contractor shall provide these services for corrosion and preservation control. Painting shall be accomplished by both manual application and spray process.

C 14.3.2 Carpentry/Fiberglass Repair. Contractor shall provide the ability to manufacture wood block build-ups for dry-docking various station craft and repair fiberglass hull/components. Contractor is responsible for building 809 carpentry shop.

C 14.3.3 Pipefitting, Ship fitting, Valve Repair and Welding. Contractor shall provide structural welding and cutting on ferrous and nonferrous materials with qualified personnel. Contractor shall repair and manufacture pipe and piping systems, ship fitting, and hull repairs including but not limited to the fabrication and repair of decks, hull penetrations, hull plating, associated structural members and watertight fittings on station craft as well as similar emergent repairs on visiting vessels. Valve repair to include replacing seats, lapping, seat contact blue checks, repacking, and hydrostatic testing for seat tightness. The following welding processes are available for Contractor use: ferrous and non-ferrous welding utilizing shielded metal arc welding (SMAW), gas tungsten arc welding (GTAW), gas metal arc welding (GMAW) processes, oxygen-acetylene cutting and silver brazing. Brazing, SMAW and GMAW welding may be performed in shop and on site. GTAW welding may be performed in shop only. Further resources available to the Contractor include arc welders, TIG welders, a punching and shearing machine and a pipe bending and threading machine. Gasses are not available locally. Contractor shall purchase, ship and pay monthly leases on bottles and racks.

C 14.3.4 Engine/Machinery Repair. Contractor shall troubleshoot, repair and overhaul Detroit Diesel, Cummins engines and transmissions; as well as Honda and Yamaha outboard engines by personnel with documented experience and qualifications to perform troubleshooting, repair and overhauls of the various engine types. Contractor shall repair all types of marine equipment. Specific facilities and equipment exist to remove, rebuild, and install diesel and outboard engines and support systems.

C 14.3.5 Machine and Milling Repair. Contractor shall machine various machinery components utilizing lathes, mills, drill presses and other shop machinery.

C 14.3.6 Electrical Repair. Contractor shall provide marine electricians to perform diagnostics and repair to Marine Electrical Equipment and Systems and perform diagnostics and minor repairs to Electronic

Equipment and Systems. Repairs shall be accomplished per American Boat Yacht Council (ABYC) standards and in accordance with the OEM requirements.

C 14.3.7 Flex Hose Repair. Contractor shall manufacture flex hoses with reusable threaded fittings and hydrostatically test, tag and maintain records for all hoses in accordance with the NSTM.

C 14.3.8 Steel Cable Manufacturing. Contractor shall have the capability to cut wire rope and install wedge fittings, replace cabling and pull test cables.

C 14.3.9 Non-Destructive Testing. Contractor shall be certified to perform Visual Test (VT), Dye Penetrate Test (PT) and Ultrasonic Test (UT), along with QA personnel to assess and document the testing.

C 14.3.10 Auxiliary System and Equipment Repair. Contractor shall diagnose and repair auxiliary marine systems including but not limited to air conditioning, refrigeration, hydraulic, sewage, compressed air, cooling water, and ventilation systems.

C 14.4 Contractor shall support the execution of the required diesel inspections on YTB 820, YTB 824 and YTB 831 in accordance with the Joint Fleet Maintenance Manual (JFMM) and OPNAVINST 9233.1. Each tug shall be inspected every 18-24 months, prior to overhaul, after overhaul and after casualty affecting the engine in accordance with above directives. In addition to the Diesel Inspections, the Contractor shall support the Board of Inspection and Survey (INSURV) material inspections accomplished every 3 years.

C 15.0 SEVERE WEATHER REQUIREMENTS

C 15.1 Severe Weather Preparations. The Contractor shall be responsible for the execution of the Severe Weather Plan as outlined herein and Technical Exhibit 8. The Contractor shall be responsible for all equipment identified under this contract. Variations to the Government's plan can be made to suit the local weather conditions with the approval of the COR.

C 15.2 Contractor shall provide a specific Severe Weather Response Plan. The plan shall detail how the Contractor will comply with Technical Exhibit 8. It shall include names and phone numbers along with the number of people required to perform the necessary tasks and detail how the Contractor shall ensure that the personnel will be available.

C 15.3 Typical major tasks that the Contractor should anticipate during severe weather conditions are listed below as a guide for planning purposes. Specific execution timeline will be provided by the COR.

C 15.3.1 Severe Weather Readiness (this is not an all-inclusive list):

8) Remove, secure and properly stow all non-essential loose gear in associated waterfront areas.

9) Relocate port services equipment, such as brows and ladders, to a secure storage area.

10) Moor vessels.

11) Provide boat operations support for post-storm assessments. Report extent of damage to pier facilities, sortied craft and assigned buildings.

C 16.0 TRANSPORTATION

C 16.1 Transportation Support. The Contractor shall provide vehicles to transport material, personnel, security watches, tow trailers/launch and recover boats as necessary to support contracted Port Operations services. All vehicles must be permanently marked with the Contractor's name. All costs associated with the operation and maintenance of the vehicles shall be the Contractor's responsibility.

C 17.0 WEIGHT HANDLING EQUIPMENT AND LIFTS

C 17.1 Material Handling Support: The Contractor shall supply, maintain, certify in accordance with NAVFAC P307 all material handling equipment including but not limited to forklifts, chainfalls, lifting slings and pallet jacks necessary for performance of this contract.

C17.2 The Contractor shall provide marine lift services utilizing the Government furnished 300-ton Marine Travel Lift. The Contractor is responsible for the maintenance and certification of the Marine Travel Lift in accordance with manufacturer's recommendation. The Contractor shall ensure all certification requirements are met in accordance with NAVFAC P307 for Class I Cranes. The Contractor shall have an operator certified in accordance NAVFAC P307 for Class I Cranes within 30 days of the start of the performance period.

C 17.3 The Contractor shall supply, maintain and certify, in accordance with OSHA requirements, a man-lift capable of reaching the top of the 300-ton Marine Travel Lift to perform required maintenance.

C 18.0 PROPERTY ADMINISTRATION

C 18.1 The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all Government property included in Technical Exhibits 3 and 5. Records for all Government property in Contractor custody are to be maintained in accordance with FAR 45. Physical inventories are to be performed on an annual basis and the results reported to the COR within 15 days after completion of the inventory.

C 18.2 Initial Turnover Inventory. The Government and Contractor shall jointly conduct an inventory of all Government-furnished Material/Equipment/Tools/Property that will be provided in support of this contract. The joint inventory of property will be completed approximately one week prior to the scheduled turnover to the Contractor.

C 18.3 Vessel Inspection. The Government and Contractor shall jointly inspect each vessel before turnover to the Contractor. The inspection results for each vessel will be individually uploaded into WheelHouse so as to become a record of material condition. All inspections may be videotaped for future reference.

C 18.4 Contract Completion Inventory & Vessel Inspection. Upon completion of the contract, a joint inspection and complete watercraft, equipment, tool and material inventory must be accomplished. The Contractor shall be responsible for the costs associated with the replacement/repair of missing/damaged watercraft, equipment and inventory in excess of normal wear and tear.

C 18.5 Vessel and Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In and inspection system for Government use of any Government-furnished equipment and/or boats. The system shall document the condition of the boat and equipment prior to and after use. The Contractor shall maintain an activity log available to the Government upon request. Replacement parts and repairs as a result of damage to the boat or equipment beyond normal wear and tear shall be invoiced under the Reimbursable CLIN.

C 18.6 Property Management. All Government equipment, property, materials and facilities furnished under this contract are incidental to the place of performance and remain accountable to the Government. The Contractor shall only report Government Furnished Property (GFP) listed in Technical Exhibit 17 to the IUID Registry IAW DFARS 252.211-7007. The Contractor shall provide an updated Technical Exhibit 17 to the KO and COR within 5 working days after each update.

C 19.0 SUPPLY AND CONFIGURATION MANAGEMENT OF GOVERNMENT OWNED WATERCRAFT AND EQUIPMENT

C 19.1 Spare and Repair Parts. The Contractor shall maintain custody/security of Government provided spare and repair parts listed in Technical Exhibit 5, and shall be responsible for maintaining the spare and repair parts in a Ready-for-Issue (RFI) condition. The Contractor shall utilize WheelHouse to establish a barcode inventory system that will track on-hand inventory and establish high and low limits.

C 19.1.1 If a part is not available from the Government inventory, the Contractor may then purchase the part if the part is less than $500.00. If the part is in excess of $500.00 but does not exceed $3,000.00, the COR shall approve the purchase. The Contractor shall obtain COR approval by providing at least one quote. For purchases (single or multiple) totaling over $3,000.00, the Contractor shall obtain Contracting Officer approval by providing three quotes or sole source justification to the KO. When repairs to

components and equipment are no longer cost effective as determined by the COR, the Contractor will purchase the new component or equipment. The Contractor shall invoice under the Reimbursable CLIN all purchases not part of the consumables addressed at Section C 19.2. The Contractor shall be responsible for the entire logistics process, including but not limited to identifying the repair part, ordering, tracking, storing, shipping, receiving and/or disposing, and issuing spares and repair parts and documenting materials used by vessel in the WheelHouse program. The Contractor shall maintain current levels of spare/repair part inventories and prices in the WheelHouse program. The price of parts required shall be tracked by the type of vessel in WheelHouse Program. The Contractor shall maintain and update the supply and configuration records to reflect all modifications, file documentation and actions in WheelHouse Program.

C 19.1.2 A contract modification shall be issued to obligate funds for all approved reimbursables required under this contract. The Contractor shall provide all required supporting documentation prior to obtaining required equipment and supplies in support of port operations, maintenance and repair requirements. For any purchase that exceeds $3,000.00, the Contractor shall obtain at least three quotes to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. The Contractor shall submit an Expenditure Report of all approved reimbursables monthly or as directed by the Contracting Officer. The Contractor shall work closely with the Contracting Officer and COR on tracking purchases to ensure that yearly funding constraints are not exceeded. The Contractor shall notify the KO and COR when the total expended for reimbursable items reaches 75 percent of the total funds available on the Reimbursable CLIN. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall invoice for reimbursables only after the Contracting Officer has issued a funding modification under the contract. The Contractor shall not exceed nor incur costs that exceed the funding amount stated on the Reimbursable CLIN at the time a reimbursable item is ordered.

C.19.1.3 Reimbursement shall be limited to the "Actual price" paid by the Contractor for such supplies and services, plus tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The Contracting Officer may reduce the reimbursement by any amount above that which the KO finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved IAW the "Disputes" clause (*FAR 52.233-1*) of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies or services were fair and reasonable.

C 19.1.4 The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Reimbursable CLIN. The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable supplies or services in excess of the funded amount stated in the Reimbursable CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the applicable Reimbursable CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification will be followed up in writing within two working days. No notice, communication, or representation from any person other than the KO shall affect the Government's obligation to reimburse the Contractor. Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the Reimbursable CLIN unless they contain a statement expressly increasing the funded amount of the Reimbursable CLIN by a sufficient amount to cover the change order.

C 19.2 Consumable Supplies. The Contractor shall furnish all consumables required for the performance of this contract as part of their Firm Fixed-Price. A representative list of consumable supplies is outlined in

Technical Exhibit 4. This list is not intended to be all-inclusive, but is provided to indicate a range and types of items that may be required for this contract.

C 19.3 Reliability/Maintainability Changes. Change requests to improve equipment reliability and maintainability (R&M) including parts interchangeability shall be submitted to the COR. No changes shall be made prior to COR approval of the request. The Contractor shall be responsible for modification documentation.

C 20.0 OVER AND ABOVE WORK (OAW)

C 20.1 Over and above work (OAW). The Government reserves the right to require the Contractor to perform over and above work that is within the general scope of the contract. If the Contractor identifies additional repairs that are over and above the general maintenance requirements stipulated in PWS or growth work, the Contractor shall recommend corrective action via a work request. The OAW will be added to the contract through a negotiated modification in accordance with the Changes Clause. Over and Above work requests are expressly identified as reimbursable services. The Contractor will be reimbursed for O&A services and associated supplies in accordance with the above Section C 19.1.3 of this PWS at the actual price paid by the Contractor, i.e., the price paid to the subcontractor of such services or supplies. The Contractor shall include O&A work on the Funds Expenditure Report.

C 20.2 The Contractor shall prepare and furnish an OAW Work Request in accordance with the procedures outlined in DFARS 252.217-7028 prior to performing the work. The Contractor shall provide OAWRs to the COR for concurrence who will forward to the KO for approval.

C 21.0 SAFETY AND QUALITY CONTROL REQUIREMENTS

C 21.1 Quality Management System. The Contractor shall provide and maintain a quality management system which includes a description of the Contractor's quality management process, quality assurance controls, inspections and testing, and shall be focused on preventing, controlling, and detecting defects. The procedures, documentation, and data that comprise the system shall be incorporated into a Quality Management System Plan detailing how the Contractor will monitor quality under this contract. Existing quality documents that meet the requirements of this contract may continue to be used. At a minimum, the plan shall include:

C 21.1.1 An inspection system covering all the services identified in this performance work statement. It must specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections will be accomplished.

C 21.1.2 Methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

C 21.1.3 On-site records of all inspections conducted by the Contractor and necessary corrective actions taken. These records must be made available to the Government upon request.

C 21.1.4 Address how the Contractor will meet the Acceptable Quality Levels (AQLs) in response to the Quality Assurance Support Plan (QASP).

C 21.2 Formal Inspections of Government-furnished Watercraft, Equipment and Facilities. At various times during the contract period, all watercraft, equipment and facilities may undergo Government conducted inspections. The Contractor shall participate in the inspections and shall to the maximum extent practicable maintain the watercraft/equipment in an operational condition during the inspections. The COR may order the correction of discrepancies. The Contractor shall provide status update to the COR and Contracting Officer relative to the correction of discrepancies found during the inspections. The Contractor shall be notified no less than three (3) days prior to conducting the inspection.

C 21.3 Safety Program. Watercraft and personnel safety are the top priority. The Contractor shall establish and maintain a safety program to promote occupational safety for all personnel. The safety program shall encompass appropriate procedures and practices as necessary to establish a safe and hazard-free working and

living environment. The program shall address areas of typical shipboard and port operations evolutions and equipment operations, mission operations, maintenance, and housekeeping. The program shall also incorporate applicable DoD, base, Navy, and U.S. Coast Guard Regulations.

C 21.3.1 Safety Plan. The safety program and plan shall include, but not be limited to asbestos control, heat stress control, hearing and sight conservation, lead control, respiratory protection, electrical safety, gas free engineering, confined space operations, lock-out/tag out procedures, hazardous material control and management, mercury control, polychlorinated biphenyls, and man-made vitreous fibers. With respect to the operations, the safety plan shall address methods to identify, evaluate and control safety and occupational health hazards. The plan shall also include required sections for on-site health and a safety plan for oil spill response operations for FRT and other personnel engaged in spill response. Contractor's plan shall comply with OSHA standards and the plan shall be approved by the Government.

C 21.4 Hazardous Materials and Hazardous Wastes (HAZMAT). The watercraft, boats and equipment may contain and/or generate HAZMAT. The Contractor shall properly package, containerize, store, dispose and manage all HAZMAT with complete identification of all contents clearly labeled on the container in accordance with all Naval Station GTMO base regulations. All HAZMAT utilized in the performance of this contract requirement must be obtained through the Navy's HAZMAT center. The port facilities HAZMAT locker must be maintained in accordance with the Naval Station GTMO base regulations. The Contractor is responsible for any additional expenses/fines incurred as a result of any acts of noncompliance or negligence or violation of federal, state or local laws and regulations as a result of the Contractor's management of regulated waste or hazardous materials. Contractor shall ensure that a hazardous material minimization program is developed, implemented and the Material Safety Data Sheet (MSDS) reviewed for the follow-on contract. Contractor will be responsible for the HAZMAT lockers that will contain the Contractor purchased HAZMAT and the Government furnished HAZMAT for Contractor use. The Contractor shall participate in the Regional Hazardous Materials Minimization Program and Consolidated Hazardous Material Reutilization and Management (CHRIMP) program.

C 21.4.1 Regulated wastes (oily waste) shall be properly stored, packaged, containerized and disposed of in accordance with all applicable regulations.

C 22.0 PERSONNEL REQUIREMENTS

C 22.1 Personnel Requirements. The Contractor shall be responsible for safely manning the various craft identified by this contract while meeting all USCG requirements and not restricting operational and maintenance requirements identified herein. The Contractor shall have sufficient personnel to meet mission and maintenance requirements.

C 22.2 Mandatory Key Personnel. The mandatory Key Personnel are the Project Manager, Operations Manager, the Harbor Pilot, three (3) Tug and Ferry Craftmasters, and the Senior Maintenance Engineer. The Contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with its proposal. No substitutions of key personnel shall be made except in accordance with the NAVSUP 5252.237-9400. Substitution or Addition of Personnel Clause. Contractor's key personnel must be citizens of the United States of America and must be able to obtain a Confidential Security Clearance and Common Access Card (CAC).

C 22.3 In the event the Government has any reason to be dissatisfied with the qualifications, conduct or performance of any person employed by the Contractor, the Contracting Officer will provide particulars to the Contractor who shall promptly investigate and take the appropriate corrective action, including but not limited to making a change in personnel. The Contractor shall provide the Contracting Officer with written information detailing the action taken and the basis for such action.

C 22.4 Substitutions of Key Personnel. The Contractor agrees to assign to this contract those positions identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions of key personnel shall be made except in accordance with NAVSUP 5252.237-9400.

C 22.5 Key Personnel Requirements/Qualifications:

C 22.5.1 Project Manager (PM). In addition to the requirements identified in Section C 4.5.1 of this Performance Work Statement, the Project Manager must have demonstrated excellent management, verbal and written communication skills. The Project Manager must be capable of interacting effectively with Government personnel. The Project Manager must be able to understand and respond to their concerns in a timely manner and be proactive, actively engaged in all aspects of operations. The Project Manager must have the equivalent of ten (10) years experience directly related to the requirements of this contract, or a Bachelor of Science Degree in Management, Marine Transportation or Engineering and the equivalent of five (5) years experience directly related to the requirements of this contract. The Project Manager is also responsible for ensuring that a qualified docking officer is assigned and on station during the docking of any vessels. The Project Manager position cannot be collateral duty with any other position. The PM shall be located on-site.

C 22.5.2 Ferry and Harbor Tug Craftmasters (3 required). The Craftmasters must either have: (1) prior Navy boat operating experience and have prior NEC 0161 qualifications or (2) a minimum of a USCG Master License on Near Coastal Waters for Motor vessels of 200 Gross Tons. In addition, to the NEC 0161 qualification and/or the USGC Masters License, all Craftmasters must have at least 5 years documented experience operating harbor tugs or point-to-point ferry operations. This includes experience operating under conditions requiring precise navigation, station keeping, close quarter maneuvering, anchoring, and specialized testing operations. The Craftmasters shall be an experienced marine radio operator, understand international and inland rules-of-the-road and proficiently operate radar and other navigational aids. The Craftmaster must also be familiar with administrative ship business and demonstrate overall charge of the vessel.

C 22.5.3 Harbor Pilot. The Harbor Pilot must have prior Navy boat handling experience and held a Navy Enlisted Classification (NEC) 0215 (harbor/docking pilot) with 10 years experience piloting Naval ships in and out of harbors and Naval bases and to and from docks and berths or hold a Coast Guard issued master license with a 1st Class pilot endorsement with 10 years' experience as stated above. Pilots shall have no incidents on their records. The Harbor Pilot will supervise Contractor personnel in docking, berthing, mooring and directs operations of all classes of vessels and barges. The Harbor Pilot shall also be a qualified Tug/Craftmaster.

C 22.5.4 Senior Maintenance Engineer (SME). The SME must have either: (1) a USCG Chief Engineer (Limited), Near Coastal license with experience in routine operation, preventive maintenance, corrective maintenance, and repairs of shipboard systems or (2) have 15 documented years of comparable experience with the maintenance and repair of shipboard systems, hull, mechanical and electrical with an emphasis on diesel engines. In addition to the requirements of Section C 12, the SME supervises/performs maintenance on all engineering, deck, fire-fighting and emergency equipment. The SME must be experienced in supervising and maintaining a preventive maintenance system (PMS), documentation of machinery history, generating maintenance actions due, completed, deferred and drafting reports for accomplishment rate and hours expended along with costs associated with each vessel or equipment. The SME must be familiar with diesel inspection requirements. This position cannot be collateral duty with any other position.

C 22.5.5 Operations Manager. The Operations Manager is the central dispatcher for the Contractor and will be required to respond to all radio requests from the Navy's Port Control Office. Primary duties are in accordance with contract requirements. The Operations Manager will be a qualified Craftmaster in accordance with C21.5.2 for the YTB's, YFB's, LCU, LCM, PB and all contract watercraft. The Operations Manager shall act as the FRT On-Scene Leader and HAZMAT team member. The Operations Manager must have demonstrated excellent management, verbal and written communication skills. Because of the requirement to frequently interface with the Navy on VHF radio, the operations manager must have excellent command of and diction in the English language. The Operations Manager must have the equivalent of five (5) years experience directly related to the requirements of this position or have a college degree in business with a concentration in operations and three (3) years of experience directly related to the requirements of this position.

C 22.6 General Personnel Requirements. The following requirements apply to all Contractor personnel performing work on this contract.

C 22.6.1 Boat Operators and crews (other than listed above in Key Personnel Requirements). Boat Operators shall complete the Shore Installation Management Basic Boat Coxswain Course (SIM BBC) for those assigned as Boat Coxswains, provided by the Government and complete the Navy Personal Qualification Standard (PQS), NAVEDTRA 43606 for the applicable positions. Tug crews will complete the PQS NAVEDTRA 43609 associated with their position. As a prerequisite to the PQS all Boat Operators and crews will be either Navy 2nd class swimmer qualified or attend USCG STCW-95. The operators must be experienced driving and maneuvering small boats. The Contractor shall provide all Boat Operator and crew qualifications to the COR.

C 22.6.2 All Contractor personnel assigned to Facilities Response Team (FRT) will be qualified for their positions in accordance with On Water Oil Spill Response, Containment, and Recovery PQS, NAVEDTRA 43195-D.

C 22.6.3 Contractor personnel assigned as Line Handlers will be qualified in accordance with Deck Seamanship Line Handler PQS, NAVEDTRA 43127-D.

C 22.6.4 Contractor personnel assigned as Sounding and Security shall be qualified in accordance with Shore Installation Management (SIM) Port Operations PQS, NAVEDTRA 43602, Sounding and Security along with any other base and/or Contractor specific guidance.

C 22.6.5 Contractor personnel performing pipe fitting and ship fitting shall meet ABS standards and ABYC standards.

C 22.6.6 Machinery Repair personnel shall have documented experience and/or certifications in applicable engine and machinery repair.

C 22.6.7 Electrical repair personnel shall have documented experience as/or certified as a marine electrical.

C 22.6.8 Non-destructive testing. Contractor personnel shall be certified in accordance with industry standards to conduct and analyze Non-destructive testing methods listed in C14.3.9.

C 22.6.9 Aux system and equipment repair, technicians shall be qualified/certified in accordance with industry standards and documented experience to service, troubleshoot or repair equipment or systems outlined in C14.3.10.

C 22.6.10 Uniforms. All Contractor employees shall wear a Contractor-furnished uniform. Contractor must provide uniforms suitable to the environmental conditions. The uniforms must be professional in appearance and be kept neat and clean. The uniforms must have company identification on front and back and the company's name will be visible on the front of outer clothing. The uniform design must be submitted to the COR for approval prior to use.

C 22 6.11 Contractor personnel shall maintain a clean, groomed and professional appearance.

C 22.6.12 Contractor personnel shall be able to clearly communicate in English.

C 22.6.13 Identification Badges. All Contractor employees shall have their Government furnished identification badges in their possession at all times.

C 22.6.14 Medical Requirements. The Contractor shall develop a drug-testing program in accordance with 46 CFR Part 16, Section 230. The Contractor shall provide trained, qualified, medically and psychologically fit personnel consistent with the craft mission and projected area of operation.

C 22.6.15 Workforce. Foreign nationals may be employed; however, due to the sensitive location of GTMO, foreign nationals may be excluded and denied entry approval.

C 22.6.16 Entry Approval. No employee or representative of the Contractor will be admitted to GTMO without prior entry approval. The background of Contractor personnel will be screened prior to entry to NS

GTMO. The Contractor shall provide to the COR 30 days prior to the required arrival date of each employee at GTMO the following information: Full name, date and place of birth. See Technical Exhibit 9.

C 22.6.17 **Enterprise-wide Contractor Manpower Reporting Application (ECMRA)**

The Contractor shall report Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for U.S. Naval Base, Guantanamo Bay, Cuba via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

(1) W, Lease/Rental of Equipment;
(2) X, Lease/Rental of Facilities;
(3) Y, Construction of Structures and Facilities;
(4) S, Utilities ONLY;
(5) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

C 22.7 Personnel Contingency Plan. The Contractor shall develop a contingency plan adequate to ensure that there will be no interruption of operations or maintenance service due to labor disruption within the Contractor's own labor force. The contingency plan must address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, or other unplanned losses.

C 22.8 The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes and regulations in connection with the performance of work. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.

C 22.9 All substitute personnel replacing Contractor personnel assigned to this contract shall have qualifications that equal or exceed the minimum standards established in the contract.

C 22.10 Training. All training/certifications required must be kept current through the entire contract period.

C 22.10.1 The Government will provide HAZMAT, HAZWOPER, Basic Boat Coxswain, 2nd class swimmer and FRT training to Contractor employees that are on the FRT roster and /or operate boats in accordance with applicable regulations and at no cost to the Contractor.

C 22.10.2 The Contractor shall provide all Contractor personnel serving as crew on a boat with basic fire fighting training applicable to the vessel being operated.

C 22.10.3 Training Plan. The Contractor shall provide a Training Plan demonstrating how the Contractor will accomplish both ashore and afloat training as set forth in this contract. The Contractor shall accomplish training in accordance with this plan. The training plan will include the subject being taught; location of the training site(s); and the company / institution, etc. that will be employed to perform this training. The training plan must also include a contingency plan to address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, etc. The Training plan will also contain a training status matrix covering all personnel with the qualifications and expiration date for each. The Training Plan is due within 60 days after contract award.

C 22.11 Required Drills. The Contractor's employees will complete the following drills as appropriate to their duties and the Contractor shall document completion of them in the vessel's logbook or in accordance with OPA 90 requirements.

Minimum Periodicity	Drill	
6)	Quarterly	Man Overboard
7)	Quarterly	Shipboard Fire Drill While Underway
8)	Monthly	Oil/Fuel Spill Response (OPA 90)
9)	Monthly	Oil Spill Equipment Deployment (OPA 90)
10)	Semi-Annual	Building Fire Drill
12) Annual	HAZMAT Response Drill	
13) Annual	Oil Spill Management Table Top Drill	
14) Annual	Severe Weather Response Drill	

C 22.12 Continuation of Essential Contractor Services. This contract requires continuation of essential Contractor services per DFARS 252.237-7023. The Contractor shall participate in training events, exercises, and drills associated with the Government efforts to test the effectiveness of the continuity of operations and practices. The services listed in paragraphs C6-C20 are designated as essential services per DFARS 252.237-7023.

C 22.13 Training of military personnel. Contractor will provide training to select Port Operations military personnel to accomplish Tugmaster and Craftmaster Personal Qualification Standards. The COR will notify the Contractor for any personnel requesting training.

C 23.0 SECURITY

C 23.1.1 Security: Contractor Access to (Unclassified) Information Systems. Department of Navy (DON) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology.

C 23.1.2 DON policy prohibits assignment of non-U.S. citizens to IT-I and IT-II designated positions. IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.

C 23.1.3 The Contractor shall ensure all personnel whose work involves IT-I and IT-II positions, access to sensitive unclassified information, navigation aids programs, Privacy Act Information, or Personally Identifiable Information receive a favorably adjudicated National Agency Check with Local Checks (NACLC). Employees may begin work once notification is received from the Naval Station GTMO Security Manager that minimum requirements have been met.

C 23.1.4 The Contractor shall process all clearances of Confidential and higher and ensure employees which require these clearances have been awarded and maintain appropriate clearances for the duration of their employment.

C 23.1.5 The Contractor shall use the visitor certification program in Joint Personnel Adjudication System (JPAS) or Visit Authorization Request (VAR) to provide Contractor personnel (who possess a current NACLC or superior clearance) investigative information documentation to Naval Station GTMO Security Manager and COR.

C 23.1.6 The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year.

C 23.1.7 The Contractor shall ensure personnel that require Common Access Cards (CAC) shall report in person within 3 working days of reporting onboard to the NSGTMO Trusted Agent Sponsorship System (TASS) for processing CAC request. The COR will provide contact information for the current TASS Trusted Agent (TA).

C 23.1.7.1 The Contractor shall ensure personnel provide the TASS TA signed documentation from the contract security manager on company letterhead, page three (3) of System Authorization Access Request Navy (SAAR-N), or VAR identifying the level and expiration date of clearance the contract employee possesses and two forms of valid photo identification.

C 23.1.8 The Contractor shall ensure individuals accessing Navy Information Technology resources completes an OPNAV Form 5239/14, System Authorization Access Request Navy (SAAR-N).

C 23.1.8.1 The Contractor shall forward the SAAR-N to NSGTMO Information Technology (IT) department within 3 working days of arrival at Guantanamo Bay.

C 23.1.9 The Contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required, to ensure uninterrupted access to required IT systems.

C 23.1.10 The Contractor will fully comply with requirements of Synchronized Pre-deployment and Operational Tracker (SPOT) program as coordinated with the KO.

C 23.2. Physical Security

C23.2.1 The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, all Government facilities, equipment and materials shall be secured.

C23.2.2 The Contractor shall establish and implement methods to ensure all keys issued to the Contractor by the Government are accounted for and not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government and immediately report to the COR any occurrences of lost or duplicated keys.

C23.2.3 The Contractor shall be required, upon written direction from the COR, to re-key or replace the affected lock or locks without cost to the Government. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced at the Contractor’s expense.

C23.2.4 The Contractor shall prohibit the use of keys issued by the Government by any persons other than the Contractor's employees.

C23.2.5 The Contractor shall limit access to Government provided lock combinations to preclude unauthorized entry.

C23.3 Operational Security

C23.3.1. No Contractor employee shall disclose or cause to be disseminated any information concerning the operations of the activity which would result in, or increase the likelihood of the possibility of a breach of the activity’s security or interrupt the continuity of its operations.

C23.3.1.1. The Contractor shall emphasize to all employees that disclosure of information relating to the services hereunder to unauthorized personnel or failure to safeguard classified information shall subject the Contractor, their agents or personnel to criminal liability under Title 18, Sections 79 and 798 of the United States Code.

C23.3.2. The Contractor shall direct all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information, to the Public Affairs Officer.

C23.3.3. Deviations from, or violations of, any of the provisions of this section shall, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or Contractor personnel involved will experience withdrawal of the Government's acceptance and approval of employment.

C23.3.4. The Contractor shall ensure personnel adhere to all base regulations and shall act swiftly to correct any personnel problems. Failure to comply with subject regulations may result in termination of employment and subsequent removal from the base.

C23.3.4.1. The Contractor shall be required to remove any employee who has been determined by the Government to be objectionable for reasons including discipline, incompetence, and carelessness. Any crime committed within the Naval Base reservation may subject the perpetrator to Federal prosecution.

C23.3.5. The Contractor shall ensure all personnel obtain required badges, vehicle passes and licenses and ensure the return of licenses, passes and badges to the COR upon completion of this contract or upon termination of personnel.

C23.3.5.1. The Contractor shall, at a minimum of 30 days prior to the start of the contract, submit to the COR an estimate of the number of personnel expected to be utilized at any one time on the contract.

C23.3.5.2. The Government shall issue necessary badges without charge.

C23.3.6. The Contractor shall ensure only personnel with a need access facilities or any Contractor occupied space.

C23.3.6.1. The Contractor shall ensure that all Contractor personnel have vacated the Contractor work areas at the end of the work day (unless otherwise approved by the COR).

C23.3.6.2. The Contractor shall ensure no pets are kept in or around Contractor occupied spaces.

C23.4 Base Entry Clearance Procedures

C23.4.1. The Contractor shall ensure all persons entering NSGTMO; obtain area entry clearance approval from the Base Commander and in accordance with the Foreign Clearance Guide at https://www.fcg.pentagon.mil/fcg.cfm. Contractor's requests for entry can be initiated by contacting the Naval Station Security Manager at (011) 5399-4505. All requests shall be initiated NO LATER THAN 60 DAYS PRIOR TO REQUIRED ENTRY.

C23.4.2. The Contractor shall be permitted to have personal visitors in accordance with current Base regulations.

C23.5 5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

Homeland Security Presidential Directive (HSPD)-12, requires Government agencies to develop and implement Federal security standards for Federal employees and Contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY
This clause applies to Contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to Contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each Contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES
Per HSPD-12 and implementing guidance, all Contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS
In accordance with SECNAV M-5510.30, Contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All Contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the Contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a Government IT system/network is inherently Governmental. The Contractor supervisor is not authorized to sign the SAAR-N; therefore, the Government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the Contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS
The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the Contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the Contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS
The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the Contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and Subcontractor employees. The Contractor shall insert this clause in all subcontracts when the Subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to Government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE
The Contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the Contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes Contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to Contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each Contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each Contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their

departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The Contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the Contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the Contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the Contractor employee already possesses a current favorably adjudicated investigation, the Contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the Contractor's Security Representative. Although the Contractor will take JPAS "Owning" role over the Contractor employee, the Navy Command will take JPAS "Servicing" role over the Contractor employee during the hiring process and for the duration of assignment under that contract. The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The Contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

C 24.0 HOUSING, BASE SUPPORT AND TRANSPORTATION

C 24.1 Technical Exhibit 10 provides a listing and description of available housing, base support, services and transportation that are available to a Contractor performing work at GTMO.

C 25.0 CONTRACT DATA, PLANS AND REPORTS REQUIREMENTS

C 25.1 The Contractor shall prepare and submit the contract data reports and plans listed below. All contract data requirements shall be submitted to the Contracting Officer for review, comment and approval. The Contractor shall revise contract data requirements as necessary to incorporate Contracting Officer's comments and concerns. Revisions must be resubmitted within 14 days of receipt of Government comments.

C 25.1.1 Property Control System. The Contractor shall establish and maintain an accurate property system to control, protect, preserve, and maintain all Government property furnished as described in Section C 18. Records for all Government property furnished shall be maintained in accordance with FAR 45.6. The Property Control system shall be submitted to the Contracting Officer for approval no later than 30 days after contract award.

C 25.1.2 Quality Management System Plan. The Contractor shall provide a Quality Management System Plan as described in Section C 21.1 and will update it as changes occur. The Quality Management System Plan system shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.3 Safety Plan. The Contractor shall provide a Safety Plan as described in Section C 21.3 and shall be update it as changes occur. The Safety Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.4 Severe Weather Response Plan. The Contractor shall provide a specific Severe Weather Response Plan as described in Section C 15.0 and identifying the personnel assigned to each task and any modifications. The Severe Weather Response Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.5 Transition Plan. The Contractor shall develop a transition plan that will incorporate turnover of Government-furnished facilities, equipment and watercraft with the hiring and training schedule of Contractor personnel to support the transition as described in Section C 5.0. This plan shall demonstrate how the Contractor will accomplish both ashore and afloat training as described in Section C 5.1 and C 18.10.4. Failure of the Contractor and Contracting Officer or Contracting Officer Representative to reach a mutually agreeable transition plan shall not relieve the Contractor of its obligation to meet the performance schedule to the reasonable satisfaction of the Contracting Officer.

C 25.1.6 Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In System or procedure for Government use of various craft and equipment as stated in Section C 12.5. The Equipment Check Out/In System shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.7 Maintenance Plans. The Contractor shall develop a maintenance plans for the vessels and equipment as described in Section C 12.0 and C 13.0. The maintenance plans shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award. Contractor shall provide full implementation of the commercial maintenance program within 120 days of contract award.

C 25.1.8 Personnel Contingency Plan. The Contractor shall develop and submit a personnel contingency plan in accordance with C 22.7. The Personnel Contingency Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.9 Drug Testing Plan. The Contractor shall develop and submit a plan for random drug testing as described in C 22.6.9. Updated schedule and results shall be submitted as requested. The Drug Testing Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.10 Training Plan. The Contractor shall provide a Training Plan as described in C 22.10.3. Training Plan will be submitted to the Contracting Officer and the Contracting Officer Representative for review and coordination with training requested that is Government provided. The Training Plan is due within 60 days after contract award.

C 25.1.11 Docking Regular Overhaul (DROH) Weekly Status Report. The Contractor shall submit a DROH Report for service craft, LCU in availability to the COR and Contracting Officer. The report shall include detailed progress/status of work performed, parts status and items of concern. This report shall be completed with the Government representative overseeing the availability.

C 25.1.12 Maintenance Availability Weekly Status Report. The Contractor shall submit a Maintenance Availability Status Report for service craft, LCU or LCM in a phased maintenance availability to the COR and contracting officer. The report shall include detailed progress status of work performed, parts status and items of concern.

C 25.1.13 Accident Report. In all instances in which any vessel or equipment under this contract sustains damage or is involved in any incident resulting in damage to vessels, property, piece of equipment, or in bodily injury or death, the Contractor shall secure a report from the vessel master/operator or equipment operator or Officer acting as pilot, or from any licensed pilot aboard the vessel being handled. Contractor shall submit said report to the Contracting Officer and COR within twenty-four hours following said incident, reporting the facts, listing deaths, reporting the extent of damages or bodily injuries, and listing recommendations to prevent recurrence. Contractor shall complete drug and alcohol testing of all personnel in accordance with 46 CFR. Accidents on vessels shall be issues under Admiralty Law.

C 25.1.14 Oil and Hazardous Substance (OHS) Spill Report. All OHS spill incidents including on land or in water shall be immediately reported in accordance with NAVSTAGTMO instructions and requirements. Immediate notification shall be made according to Spill Prevention and Contingency Response Plan (SPCR) and NAVSTAGTMOINST 5090.7.

C 25.1.15 Watercraft and Equipment Non-Availability Notice. The Contractor shall advise the COR and Contracting Officer immediately when any watercraft and/or equipment failure or damage occurs. When directed by the COR, the Contractor shall prepare or assist in preparing notice of such watercraft and equipment failures in a format as prescribed by the Government. The Contractor shall provide an estimated time of repair and estimated cost of repair within 12 hours of providing a non-availability notice.

C 25.1.16 List of Required Periodic Reports. The Contractor will complete and submit the following reports to the COR and Contracting Officer. The Contractor will provide all testing, analysis, evaluation and labor necessary to produce these reports. All reports shall clearly breakdown all information by program and craft.

Periodicity	Report
Daily	Logbooks (available for review by the COR)
Weekly	FO/LO/Water Report
Monthly	Operational Summary based on Logbooks, include engine hours
	Training Reports
	Maintenance Report
Annual	Gauge Calibration
	Government Property Inventory
	Inventory of Hazardous Materials
	Annual Maintenance Summary Report

As Required	Weekly DROH Report and/or Maintenance Availability Report Accident Report OHS Spill Report Oil Spill Cost Accounting Report Maintenance data reports from WheelHouse

C 26.0 REFERENCED GOVERNMENT PUBLICATIONS

C 26.1 Publications applicable to services under this contract are listed herein. These publications (the latest edition) are mandatory to the extent that a specific procedure or requirement is specified in the Performance Work Statement. The Government shall provide publications and forms listed at the start of the contract. Supplements or amendments to listed publications may be issued during the life of the contract. Changes to Navy or DOD publications which impact on the Contractor's costs may be considered under FAR 52.243-1 Alternate II (Fixed Price) "Changes". Changes to other Government or regulatory publications referenced in this document shall not be the subject of a claim under either of the aforementioned clauses. It is the Contractor's responsibility to ensure that all mandatory publications are posted and up to date. Upon completion of the contract, the Contractor shall return to the Government all issued publications, updated to the latest revision.

C 27.0 DEFINITIONS AND ACRONYMS

AB – Able Seaman

ABYC – American Boat and Yacht Council

ABS – American Bureau of Shipping

ADP – Automated Data Processing

APL – Allowance Parts List

AQL – Acceptable Quality Level

BBC – Basic Boat Coxswain

CAC – Common Access Card

CBA – Contractor Berthing Agreement

CBF – Contractor Berthing Facilities

CBQ – Combined Bachelor Quarters

CDR – Contractor Discrepancy Report

CERCLA – Comprehensive, Environmental Response, Compensation and Liability Act

CFR – Code of Federal Regulations

CHRIMP – Consolidated Hazardous Material Reutilization and Inventory Management Program

CLIN – Contract Line Item Number

CPR – Cardio-pulmonary Resuscitation

COMSC – Commander, Military Sealift Command

CONEX – Container Express

COR – Contracting Officer's Representative

CONTRACTING OFFICER (KO) – Representative of the Government authorized to execute contracts.

CORRECTIVE MAINTENANCE – Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment, machine or system can be restored to its normal operable state. Unscheduled work on structures,

equipment, systems, subsystems, and components required to correct operating deficiencies and to preclude a breakdown by servicing, adjusting, and replacing parts and expendable items as found necessary as a result of preventive maintenance, operational observation, or routine inspections.

COSAL – Coordinated Shipboard Allowance List

DAY – Unless specifically identified in the context of its use, “day” will herein refer to a calendar day.

DEI – Diesel Inspector

DFARS – Department of Defense Federal Acquisition Regulation Supplement.

DFM – Diesel Fuel Marine

DOD – Department of Defense

DROH – Docking Regular Overhaul

DV – Dive Vessel

EMERGENCY REPAIRS – Unexpected and unscheduled repairs required to maintain the integrity of the boat’s hull, machinery and systems; to insure the safety of the crew; and to provide for the effective performance of the boat’s mission.

EPA – Environmental Protection Agency

EQUIPMENT – Refers to any functional unit of hull, mechanical, electrical, ordnance, or electronic type material which is operated singly or as a component of a system or subsystem and which is identified by a Component Identification Number (CID), Numerical Control Number (NCC), Allowance Parts List (APL), or similar designation.

FAR – Federal Acquisition Regulation

FB – Fast Boat

FGS – Final Governing Standards

FMR – Fair Market Rental

FRP – Facility Response Plan

FRT – Facility Response Team

FO – Fuel Oil

G&A – General and Administrative

GFE – Government-Furnished Equipment

GMAW – Gas Metal Arc Welding

GTAW – Gas Tungsten Arc Welding

GTMO – U.S. Naval Base, Guantanamo Bay, Cuba

HAZMAT – Hazardous Material

HAZWOPER – Hazardous Material Operator

HP – Harbor Patrol

ICP – Integrated Contingency Plan

ISP – Internet Service Provider

INVENTORY – Refers to the quantity of stocks on hand for which records are maintained or to the function whereby the material on hand is physically inspected and counted, and the stock records reconciled accordingly.

INSURV – Inspection and Survey

ISL – Integrated Stock List

JFMM – Joint Fleet Maintenance Manual

LCU – Landing Craft, Utility

LCM – Landing Craft, Mechanized

LO – Lube Oil

MOGAS – Mobility Gasoline

MSC – Military Sealift Command

MT – Magnetic Particle Test

NAVEDTRA – Naval Education and Training

NAVFAC – Naval Facilities

NDT- Non Destructive Testing

NEC – Navy Enlisted Classification

NESHAP – National Emissions Standards for Hazardous air Pollutants

NTE– Not to Exceed

NSTM – Naval Ships Technical Manual

NVIC – Navigation and Vessel Inspection Circular

OEBGD – Overseas Environmental Baseline Guidance Document

OEM – Original Equipment Manufacture

OHS – Oil and Hazardous Substance

OPA 90 – Oil Pollution Act of 1990

OPCON – Operational Control pertains to the authority to set schedules, destinations and dictate operational parameters and issue taskings in support of mission objectives.

OPNAVINST – Office of the Chief of Naval Operations Instruction

OSHA – Occupational Safety and Health Administration

OSR – Oil Spill Response

POL – Petroleum, Oil or Lubricants

PREVENTIVE MAINTENANCE – Systematic inspection, detection, correction, and prevention of incipient failures, before they become actual or major failures. Scheduled work on structures, items of equipment, systems, subsystems and components required to provide continuing operation, to preclude unnecessary breakdowns, and to prolong the life of equipment by operating, inspecting, servicing, topping up, adjusting, cleaning, coating or replacing of items.

PM – Project Manager

PMS – Planned Maintenance System

POA&M - Plan of Action and Milestones

PSB – Port Services Boat

PQS – Personal Qualification Standard

PT – Penetrant Test

PWC – Public Works Center

QASP – Quality Assurance Surveillance Plan

RCRA – Resource Conservation and Recovery Act

REPAIR PARTS – Refers to any item including modules and consumable type materials, which has an equipment application and appears in an APL, Stock Number Sequence List (SNSL), Integrated Stock List (ISL), Naval Ship Systems Command Drawings, or a manufacturer's handbook. Section A of Part III of the Coordinated Shipboard Allowance List (COSAL) (stock number sequence list or storeroom items) lists repair parts and equipment related consumables normally stocked by the supply department. Any item in Section A is considered, by definition, a repair part.

RFI – Ready for Issue

R&M – Reliability and Maintainability

ROS – Reduced Operating Status

SDS – Safety Data Sheet

SHIP MOVEMENT - refer to ships arrivals and departures. An arrival is defined as a vessel mooring at a CNIC owned installation (This is a single ship movement). A Departure is defined as a vessel getting underway at a CNIC owned installation (This is a single ship movement).

SIM – Shore Installation Management

SMAW – Shielded Metal Arc Welding

SME – Senior Maintenance Engineer

SNSL – Stock Number Sequence List

TIG – Tungsten Inert Gas

USC – United States Code

USCG – United States Coast Guard

USNB – United States Naval Base

UT- Ultrasonic Test

VHF – Very High Frequency

VT – Visual Test

XT – X-ray Testing

YC – Yard Craft

YFB – Yard Ferry Boat

YTB – Yard Tug Boat

C 28.0 TECHNICAL EXHIBITS

Technical Exhibit 1	Craft and Boats FY14 Pictures
Technical Exhibit 2	Aerial View of Port Ops Buildings
Technical Exhibit 2A	List and Maps Government Provided Facilities
Technical Exhibit 3	Government Furnished Equipment List
Technical Exhibit 4	Consumables Supplies Listing
Technical Exhibit 5	GTMO Material Inventory 2015

Technical Exhibit 6	NAVSTAGTMOINST 4400.2D
Technical Exhibit 7	Ferry/UB Schedule
Technical Exhibit 8	Destructive Weather Plan
Technical Exhibit 9	Special Conditions for GTMO Projects
Technical Exhibit 10	Base Housing, Base Support and Transportation
Technical Exhibit 11	Staffing Plan with Key Personnel
Technical Exhibit 12	DROH for YTB824
Technical Exhibit 13	DROH for YC1639
Technical Exhibit 14	DROH for YTB831
Technical Exhibit 15	DROH for YFB93
Technical Exhibit 16	DROH for YFB92
Technical Exhibit 17	Government Furnished Property (GFP) Listing

QUALITY ASSURANCE SURVEILLANCE PLAN / PERFORMANCE REQUIREMENTS SUMMARY (PRS) MATRIX

The Contractor shall coordinate with the Contracting Officer's Representative (COR) to ensure the objective of the Quality Assurance Surveillance Plan (QASP) is met. The objective of the QASP is to serve as the principal basis for assessing overall performance quality associated with GTMO Port Operations and Maintenance. This document will be used by the Government to assess the effectiveness of the Contractor's management and logistics support. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the PWS.

Government Surveillance
The COR will function as the Technical Representative for this contract, and her/his authority will be limited to administering specific technical aspects of the contract. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this contract. The designated individual will:

Maintain a detailed knowledge of the technical requirements of the contract;

Document Contractor performance in accordance with the QASP;

Identify and immediately forward notifications of deficient or non-compliant performance to the Contracting Officer;

Approve priorities of support, resources, and associated schedules.

Surveillance Methods
Surveillance of Contractor performance is the method used by the Government to determine whether the Contractor is effectively and efficiently complying with all terms and conditions of the contract. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating Contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP.

Demonstration. A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment.

Inspection. A qualification method that is carried out by visual examination of equipment, vessels, reports or operational logs.

Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

Note: The primary method of documentation to determine if the Contractor is effectively and efficiently complying with all terms and conditions will be through the use of Contract Deficiency Reports (CDRs)

In addition to providing quarterly reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file shall contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

Performance Ratings: The Government will evaluate the Contractor's performance in accordance with the Performance Work Statement and the Contracting Officer Representative will assign one of the following standard and ratings:

Table 1 - Overall Performance Ratings (Using PPIRS / CPARS Ratings)

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government's benefit.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit.
Satisfactory	Performance meets contractual requirements.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet implemented satisfactory corrective actions.
Unsatisfactory	Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective.

Performance Requirements
The performance requirements set forth in this section correspond to the PWS paragraphs delineated in the table. The Performance Requirements Survey (PRS) table below provides standards for performance for specific requirements:

Objective 1: Ship movement support. The Contractor will be evaluated on the quality of the Harbor Tug and Pusher Boat Services for The US Navy. This includes providing a qualified crew to support ship movements within 30 minutes of notification by GITMO Port Ops. Additionally, the Contractor will be evaluated on the timeliness to provide pusher boat services within 30 minutes of advanced notice.

Objective 2: Ferry Services: The Contractor will be evaluated on their ability to provide timely ferry services for twenty hours per day, for 365 days or 366 days (leap year) per the prescribe schedule. Additionally, the Contractor will be evaluated on the safety of ferry services and their ability to transport equipment and supplies without accidents or incidents.

Objective 3: Facility Response Team Support: The Contractor will be evaluated on their response times in response to waterborne spills. Additionally, the Contractor will be evaluated on the quality of their training program to ensure personnel and equipment is in compliance with the Facility Response Plan (FRP).

Objective 4: Harbor Security Boat: The Contractor will be evaluated on the quality of their maintenance on security boats, trailers, transports and spare engines.

Objective 5: General Equipment Standards: The Contractor will be evaluated on the appearance of assigned watercraft, including hulls, weather decks, engineering spaces, and mooring lines to ensure they assigned crafts and equipment are maintained in a clean and neat sanitary condition.

Objective 6: Maintenance of Government Furnished Boats and Waterfront Equipment: The Contractor will be evaluated on their ability to perform preventive and corrective maintenance in compliance with the JFMM manufactures repair manual and the Contractor maintenance plan in the WheelHouse maintenance program.

Objective 7: Service Craft, LCU, LCM Maintenance Availabilities and Docking Regular Overhaul: The Contractor will be evaluated on their ability to provide JFMM maintenance support for the Service Craft, LCUs, and LCMs. The Contractor will also be evaluated on their repair work technical documentation input to the maintenance program for each specific craft and the planning of maintenance availabilities.

Objective 8: Marine Repair Services: The Contractor will be evaluated on their ability to provide comprehensive industrial marine repair services IAW PWS section 14.0

Objective 9: Berth Day and Harbor Security Support: The Contractor will be evaluated on the quality of their maintenance on dive boats and the Captain's Gig, Harbor Services Boat, Harbor Security Boats and their associated trailers, and spare engines.

Objective 10: Property Administration Services: The Contractor will be evaluated on the administration of the Government property in Contractor custody and the Contractor's ability to track and maintain Government property.

Objective 11: Supply Support: The Contractor will be evaluated on the custody and security of Government furnished spare and repair parts, and consumable supplies.

Objective 12: Safety and Quality Control: The Contractor will be evaluated on the effectiveness of their Quality Management System Plan, Safety Plan, and HAZMAT procedures.

Objective 13: Management Plans and Reports: The Contractor will be evaluated on the quality of their management support through the monthly progress reports, deliverables, and the updates on the electronic databases. Additionally, the Contractor will be evaluated on their ability to preclude, or resolve issues, and effectiveness of their use of resources to meet planning goals and schedules.

Contract Deficiency Reports (CDRs): The COR shall provide a written report when it is determined that the Contractor has failed to meet the Acceptable Quality Levels (AQLs) of the QASP as part of the COR's monthly report. The Contractor is required to provide a written response to all CDRs within seven days of receipt. Failure to meet the AQLs on one of more PRS work areas for two (2) or more consecutive months will result in negative inputs to the Contractor Performance Assessment Reporting System (CPARS).

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Harbor Tugs and Pusher Boat Services (C6.0)	Provide Harbor Tugs and Pusher Boats services to support ships movements at GTMO.	Contractor provides a tug and crew within 30 minutes of notification by GTMO Port Ops and provides pusher boat services within 30 minutes of advanced notice	Contractor has completed 95% of tug and pusher boats assignments within the prescribed timeframe.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Ferry Services (C7.0)	Provide Ferry Services for transportation of personnel and supplies on a continuous basis.	Contractor is staffed and provides ferry services 365 or 366 days per year, per the prescribed schedule, without accidents or incidents that impact the loss of life or property.	Contractor provides qualified staff to meet the ferry operational schedule with a 95% on time compliance rate, with no operator errors causing accidents or incidents.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)
Facility Response Team Support (C8.0)	Provide assistance for a waterborne spill on a continuous basis.	Qualified staff responds to an emergency within 5 minute from 0700-1700 and 30 minutes form 1701-0659.	No more than one incident per quarter in which qualified staff fails to responds to an emergency within the prescribed timeframe.	Inspection Analysis and CDRs
Dockmaster Assistance (C 6.0)	Provide line handler, brow and brow service support.	The Contractor will be evaluated on the timeliness and quality of their line handler, brow and brow service support.	Contractor has line handlers and brow services on station no less than 15 minutes prior to ships movement. No delays in shipboard movements caused by Contractor delays.	Inspection Analysis and Contract CDRs

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Maintenance of Boats, Equipment, Service Crafts and Industrial Marine Repair Services (C12, C14)	Provide maintenance services to ensure operability of prescribed boats and equipment are maintained IAW with the tech manual specification, maintenance requirement cards, or good engineering practices. Maintenance procedures will be uploaded into the WheelHouse maintenance program.	Corrective and preventive maintenance completed IAW JFMM, the Maintenance Procedures or the Technical Manual specifications, and documented in the WheelHouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.
Security Boat, Dive Boat, Gig and Harbor Services Boat Maintenance (C9.0)	Provide maintenance and repairs for the security boats, Gig, and Harbor Services Boat. All maintenance procedures are uploaded into the WheelHouse maintenance program.	Corrective and preventive maintenance IAW JFMM. Documented in the WheelHouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
General Equipment Maintenance (C11.0)	Provide general cleaning, preservation, and upkeep to assigned watercrafts (hulls and weather decks, engineering spaces), brows and brow stands, trucks, conex boxes, boom reel, and shore power cables	Corrective and preventive maintenance IAW OEM specifications, Navy and GTMO Base regulations and the JFMM. All maintenance and repairs are documented in the WheelHouse maintenance program.	Contractor maintains a high standard of cleanliness on assigned watercraft and marine equipment with no more than (1) instance per quarter of rework required due to failure to follow proper cleanness procedures.	Inspection Analysis and CDRs.
YTB, YFB, LCU, and YC Maintenance Support (C13.0)	Provide engineering and planning support for maintenance availabilities.	Documents repair work, update maintenance program with planned availabilities for corrective maintenance/ and industrial repair work. Effectively coordinates and liaison with COR in the planning and execution of maintenance and DROH availabilities.	Contractor documents discrepancies and repair work update the maintenance program and prepares for upcoming availabilities, within 150 days of DROH availabilities and continuously for scheduled availabilities. No major re-work of the documented discrepancies and repair work as written in the maintenance program.	Inspection Analysis and CDRs

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Property Administration Services (C18.0)	Provide property administrative support services.	Maintain accountability of Government property furnished.	Contractor property logs and accountability indicate 100% management of Government property furnished.	Inspection Analysis and CDRs
Supply support (C19.0)	Provide supply support for the custody and accountability of spare parts, repair parts, and consumables	Maintain accountability of spare parts and repair parts, and consumables.	Contractor supply logs and physical inventory indicate the Contractor has adequate measures in place to prevent loss of Government provided repair parts and consumables.	Inspection Analysis and CDRs.
Safety and Quality Control (C21.0)	Contractor shall provide a safety, hazardous and quality control system.	The Contractor's quality management system, safety program, and HAZMAT procedures have been implemented for the entire contract.	The quality management systems had been demonstrated to be effective when no more than (2) reports require re-write for any given quarter. The safety and HAZMAT plan shall be reviewed and approved by the Government. Full compliance with DoD, base, Navy, and U.S. Coast Guard Regulations is mandatory with no deviations allowed.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Management Plans and Reports (C25.0)	Provide monthly, quarterly, and/or annually reports as needed.	Program support has been documented in the monthly deliverables to indicate the status of the current cost, schedule and performance of this contract.	Contractor provides all required deliverables within 5 business days from the end of the month with 95% of the reports being on-time and requiring no re-work.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

REV SUBMITTAL INSTRUCTIONS

SUBMISSION OF PROPOSALS

1. **Submission of Proposals**: Port Operations Services in support of the Naval Station, Guantanamo Bay, Cuba. Proposals must be returned to the address listed below no later than the date and time specified on page 1, block 9 of the solicitation. (**Faxed or emailed proposals will not be accepted**.) Submissions of "Late" proposals will not be accepted. The Government reserves the right to make award solely on initial proposals received. Offerors bear the burden of ensuring all portions of the offer (and any authorized amendments) reach the designated office before the specified due date in the solicitation.

Proposals shall be delivered to:

Fleet Logistics Center Jacksonville, FL
Attn: Elaine Florence/Solicitation No: **N68836-16-R-0003**
110 Yorktown Ave; 3rd Floor Contracting; Code 224
Naval Air Station
Jacksonville, FL 32212-0097

2. **Type of Contract**: The Government intends to award a **Firm Fixed-Price** contract as a result of proposals received from this solicitation.

3. **Contract Authority**: The Government will solicit and award this contract using FAR Part 12, Acquisition of Commercial Items and FAR Part 15, Contracting by Negotiation.

4. **Questions Concerning the Solicitation**: All questions and clarifications regarding this solicitation must be submitted via email; subject line to read: Questions/Clarifications for N68836-16-R-0003. **The deadline date/time for questions and clarifications is no later than July 5, 2016 at 1200 (Noon) EST.** All questions or clarifications shall be complied into one (1) email. The deadline date will allow the

Government adequate time prepare and issue responses to all Offeror's prior to the date and time set forth of receipt of proposals. All questions/clarifications shall be emailed to elaine.florence@navy.mil.
Incumbent: Munilla Construction Management, LLC, Contract N68836-15-P-0627

5. **Period of Acceptance for Offers**: Offerors agree to hold their prices firm for a period of 120 calendar days from date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. Award is anticipated on or around **1 September 2016**. The Government may withhold award for up to 120 calendar days after receipt of the Offeror priced proposal.

6. **Format of Proposals**: Offerors shall submit proposals containing all of the information below and shall format proposals in separately bound volumes as follows:

7. **Letter of Transmittal:** This shall not exceed one (1) page and shall include the name, title, email address, and telephone number of the individual(s) responsible for inquiries to the Proposal. Also include Cage Code, DUNS number, Federal Tax ID number.

VOLUME I: NON-PRICE EVALUATION FACTOR - TECHNICAL CAPABILITY
(Submit one original and three copies)

TAB 1 – Technical Capability - Shall be written and consist of 40 pages maximum exclusive of section dividers, Table of Contents, Lists of Figures and Glossary of Terms. The evaluators will read only up to the maximum number of pages specified. **Submissions shall be limited to the number of pages specified total, inclusive of any drawings, charts, pictures/photos, etc.** Font shall be "Times New Roman" no smaller than font size 11 and shall be single spaced. Page size shall not exceed 8 ½" x 11". Original and 3 copies to include all data and information required for evaluation shall be submitted. Volume I shall exclude any reference to the pricing aspects of the offer.

Sub-factor 1: Technical Approach
Sub-factor 2: Transition Plan
Sub-factor 3: Quality Control, Safety and Hazardous Plan
Sub-factor 4: Staffing Plan with Key Personnel

Note: Sub-factor 4: The Offeror shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The Offeror shall provide the labor category or categories that they intend to utilize during the performance of this contract. A resource tool is provided in Technical Exhibit 11.

Note: The Offeror shall provide resumes for Key Personnel. Personnel resumes, may be single spaced, typewritten (one side only) in font "Times New Roman" no smaller than font size 11 proportional on paper not larger than 8 ½" x 11". Resumes will be considered an attachment to the Staffing Plan w/ Key Personnel and not included in the page count for Technical Capability. The information as follows shall be included in the resume.

1. Name and Educational Background
2. Employment History providing the name of each employer, the period of employment and title.
3. Experience History of applicable experience only. Include name of company, number years of experience, description of duties, level of responsibility, and title.

4. Experience history or such other experience as the company may wish to present to show the potential of the candidate. The same information as for applicable experience shall be indicated.
5. Each resume must indicate whether it is for a current employee of your firm or a proposed new hire.
6. If key personnel are not currently employed by the Offeror, letters of intent to be employed for each key personnel shall be included.

TAB 2 – Past Performance – 10 pages maximum. The Offeror and any proposed Subcontractor shall provide information on up to three (3) Government contracts and/or subcontracts completed during the past three (3) years in which work was similar in size and scope to the proposed effort. Contracts may include those entered into by Federal Government, agencies of state and local Governments, and commercial customers. These contracts should be similar in nature to the work required by the scope of the work. Past performance information may also be obtained from evaluations prepared in accordance with FAR 42.15. For each contract provided as a reference, the Offeror shall provide a completed Contractor Performance Information Data Sheet (Attachment 1).

In addition to the information requested above, Offerors shall send a Past Performance Evaluation Survey Form to each reference it lists on their Contractor Performance Information Data Sheet. The Past Performance Survey Form is provided in Attachment 2 and shall be completed by the Offeror's references and submitted directly to the Contracting Officer. These surveys shall be emailed to the attention of Elaine.Florence@navy.mil no later than the due date of this solicitation. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

Note: Past Performance Evaluations Surveys (Attachment 2) will be considered as attachments and not included in the page count for past performance.

VOLUME II: STANDARD FORM 33 & PRICE PROPOSAL
(Submit one original and one copy)

TAB 1- Standard Form 33, Solicitation, Offer and Award. Blocks 15a, 15b and 15c shall be completed by the Offeror and blocks 16, 17 and 18 shall be signed to show the Offeror has read and agrees to comply with all terms, conditions and instructions provided in this solicitation.

TAB 2- Price Proposal. Pricing shall include all labor, material, and consumables required to perform the work listed in the performance work statement. All CLINs as stated in the solicitation shall be priced except for **Reimbursable CLINs 0015, 1015, 2015, 3015 and 4015. Additionally, SubCLINs are for funding purposes only and shall not be priced.** Offerors shall fill in the bid schedule to include unit price and extended total. The Government has provided the not to exceed amount of $1 Million for each reimbursable CLIN. **No other price shall be submitted in the Offeror's Price Proposal for these CLINs**.

TAB 3 - Offeror(s) Point of Contact & Representation and Certification information. Provide the name, title, email address, and telephone number of the individual(s) responsible for inquires to the proposal. For Representation and Certifications, Offerors shall have an active System for Award Management (SAM) registration. Offerors shall provide a statement that certification in SAM is current, complete, and accurate as of the date of the Offeror's signature, or list any changes.

TAB 4- Amendments. Offerors shall complete Block 15(a), 15(b) and 15(c) of the SF 30 acknowledging receipt of amendments to this solicitation. Acknowledgement of amendments issued to the solicitation shall be signed, dated and included in Volume II.

TAB 5- Solicitation Provisions: The Offeror shall fill in the following provisions and confirm that the following provisions have been completed on the SAM website at https://www.sam.gov/portal/public/SAM/.

FAR 52.203-2, Certificate of Independent Price Determination
FAR 52.209-5, Certification Regarding Responsibility Matters
FAR 52.209-7, Information Regarding Responsibility Matters
FAR 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR 52.212-3 Alternate I "Offeror Representations and Certifications – Commercial Items"
DFARS 252.209-7991, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law – Fiscal Year 2016

The Contractor shall be registered in the System for Award Management (SAM) database prior to the award of this contract. Further information and guidance regarding SAM can be found at the SAM website: www.sam.gov. **Failure to provide this information or failure to complete the required information on the SAM website will result in the Offeror's proposal being determined non-responsive and thus ineligible for contract award.**

TAB 6- Financial Competency Bank Letter

Contract Responsibility: To be eligible for award of a contract hereunder, an Offeror must be determined by the Contracting Officer to be a responsible prospective contractor IAW FAR 9.104-1. **Offerors shall include in their Price Proposal a letter from their financial institution validating the firm's financial competency.**

TAB 7- Subcontracting Plan: The Contractor shall be required to make purchases throughout the performance of this contract for spare and repair parts under the Reimbursable CLINs that have subcontracting possibilities; therefore, this requirement is not considered to be performed entirely outside the United States and its outlying areas in accordance with FAR 19.702(b)(3).

The total value of the Reimbursable CLINs is $5 Million ($1 M/year). Pursuant to the authority of FAR 19.702, in negotiated acquisitions, each solicitation of offers to perform a contract or contract modification that individually is expected to exceed $700,000 ($1.5 million for construction) and that has subcontracting possibilities, shall require the apparently successful Offeror to submit an acceptable subcontracting plan. If the apparently successful Offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the Contracting Officer, the Offeror will be ineligible for award.

Proposals submitted in response to this solicitation shall include a subcontracting plan for the Reimbursable CLINs only. Contractors shall follow the guidance outlined in FAR 19.704, FAR Clause 52.219-9 Alternate II and DFARS 252.219-7003. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(a) Each subcontracting plan shall include –

(1) Separate percentage goals for using small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns as subcontractors;

(2) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns;

(3) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns;

(4) A description of the method used to develop the subcontracting goals;

(5) A description of the method used to identify potential sources for solicitation purposes;

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns;

(7) The name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual;

(8) A description of the efforts the offeror will make to ensure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts;

(9) Assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan (see 19.708(b));

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required:

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (http://www.esrs.gov), following the instructions in the eSRS;

(A) The ISR shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the contracting officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(B) The SSR shall be submitted as follows: For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;

(v) Provide its prime contract number and its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and to award subcontracts to them.

(b) Contractors may establish, on a plant or division-wide basis, a master plan (see 19.701) that contains all the elements required by the clause at 52.219-9, Small Business Subcontracting Plan, except goals. Master plans shall be effective for a 3-year period after approval by the contracting officer; however, it is incumbent upon contractors to maintain and update master plans. Changes required to update master plans are not effective until approved by the contracting officer. A master plan, when incorporated in an individual plan, shall apply to that contract throughout the life of the contract.

(c) For multiyear contracts or contracts containing options, the cumulative value of the basic contract and all options is considered in determining whether a subcontracting plan is necessary (see 19.705-2(a)). If a plan is necessary and the offeror is submitting an individual contract plan, the plan shall contain all the elements required by paragraph (a) of this section and shall contain separate statements and goals for the basic contract and for each option.

(d) A commercial plan (as defined in 19.701) is the preferred type of subcontracting plan for contractors furnishing commercial items. Once a contractor's commercial plan has been approved, the Government shall not require another subcontracting plan from the same contractor while the plan remains in effect, as long as the product or service being provided by the contractor continues to meet the definition of a commercial item. The contractor shall—

(1) Submit the commercial plan to either the first contracting officer awarding a contract subject to the plan during the contractor’s fiscal year, or, if the contractor has ongoing contracts with commercial plans, to the contracting officer responsible for the contract with the latest completion date. The contracting officer shall negotiate the commercial plan for the Government. The approved commercial plan shall remain in effect during the contractor’s fiscal year for all Government contracts in effect during that period;

(2) Submit a new commercial plan, 30 working days before the end of the Contractor's fiscal year, to the contracting officer responsible for the uncompleted Government contract with the latest completion date. The contractor must provide to each contracting officer responsible for an ongoing contract subject to the plan, the identity of the contracting officer that will be negotiating the new plan;

(3) When the new commercial plan is approved, provide a copy of the approved plan to each contracting officer responsible for an ongoing contract that is subject to the plan; and

(4) Comply with the reporting requirements stated in paragraph (a)(10) of this section by submitting one SSR in eSRS, for all contracts covered by its commercial plan. This report will be acknowledged or rejected in eSRS by the contracting officer who approved the plan. The report shall be submitted within 30 days after the end of the Government's fiscal year.

RFP Submittals

Volume	**Content**	**Page Limitation**	**Number of Copies**
Volume I	Letter of Transmittal	1 Page	Original Only
Volume I (Tab 1)	Technical Capability	40 pgs. max	Original + 3
Volume I (Tab 2)	Past Performance	10 pgs. max	Original + 3

Volume II (Tabs 1 to 7)	Tab1: SF 33 Tab 2: Price Proposal Tab 3: Reps & Certs Tab 4: Signed Amendments Tab 5: Solicitation Provisions Tab 6: Financial Competency Bank Letter Tab 7: Subcontracting Plan	N/A	Original + 1

NOTE: Failure to furnish a complete technical proposal as outlined above will render the offer unacceptable. It shall be written and shall consist of a maximum of 40 pages, exclusive of the Letter of Transmittal, section dividers, Table of Contents, Lists of Figures and Glossary of Terms. **Submission shall be limited to the number of pages specified, total inclusive of any charts, etc.** The evaluators will read only up to the maximum number of pages specified.

Instructions for Written Proposals:
Text shall be single spaced, on 8-1/2" x 11" paper, with a minimum one-inch margin left and right. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. Print shall be Times New Roman at a minimum 11 pitch font size characters per inch spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis.

Each tab shall be separate and shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with minimum cross-referencing to other tabs/volumes of the proposal.

The bottom (footer) of each page in Volume I and Volume II shall be affixed with the following legend:

"Source Selection Information"
See FAR 2.101 and 3.104

REV EVAL COMMERICAL ITEMS
52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered and will be the Lowest Price Technically Acceptable (LPTA) Offer.

Only those Offerors with an acceptable rating for each non-cost factor will be considered further for award on initial offers. Unacceptable offers cannot be accepted unless discussions are held and Offerors are provided the opportunity to submit revised proposals. Once non-cost factor ratings have been established, award will be made to the lowest price technically acceptable (LPTA) Offeror.

Note: If the Offeror receives an unacceptable rating in any one factor and/or sub-factor, they will be considered overall "Unacceptable" and will not be considered for award.

The following factors shall be used to evaluate offers:

Factor 1: Technical Capability
Factor 2: Past Performance

Factor 3: Price

FACTOR 1 - Evaluation of Technical Capability. The Government will evaluate Technical proposals on the basis of Sub-factor 1, Technical Approach, Sub-factor 2, Transition Plan, Sub-factor 3, Quality Control, Safety and Hazardous Plan and Sub-factor 4, Staffing Plan with Key Personnel. For evaluation purposes, an "Acceptable" or "Unacceptable" rating will be assigned to each Sub-factor as described in Table-1 below.

Further, technical capability will be determined solely on the content and merit of the information submitted in response to the Request for Proposal (RFP). Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of Offeror's technical capability.

For a Technical Proposal to be "Acceptable," all Sub-factors shall be "Acceptable."

Table-1: Technical Acceptable/Unacceptable Ratings

Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Sub-factor One: Technical Approach: The Offeror shall describe their technical approach in meeting the requirements outlined in the Performance Work Statement (PWS) under Sections C 12.0 through C 14.0. The Offeror shall demonstrate an understanding of the solicitation requirements by describing in detail, their approach and plan to perform and manage the work specifically required by the PWS. The technical approach must identify the methodology and analytical techniques the Offeror will use to fulfill the PWS requirements. The proposal must contain enough detail so as to demonstrate a firm understanding of the PWS.

Sub-factor Two: Transition Plan:
The Offeror shall develop a transition plan detailing the transition process in accordance with Section C 5.0 of the PWS establishing a fully operational organization by the full performance period start date. An acceptable Transition Plan must demonstrate all phases of contract implementation and key events from the time of contract award until the performance start date. The Offeror shall comply with all applicable DoD security regulations and procedures during the performance of this contract. The proposal shall include Offeror's cognizant security office information (Name, Address and Zip Code).

Sub-factor Three: Quality Control, Safety and Hazardous Plan:
The Offeror shall ensure quality service is maintained to perform services that meet the contract requirements throughout the life of the contract. The Offeror shall prepare a Quality Control Plan, Safety Plan and Hazardous Plan. The plans shall, at a minimum, discuss the Offeror's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements and maintaining the plans. The plans shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

Sub-factor Four: Staffing Plan with Key Personnel:

The Offeror must provide a comprehensive and detailed approach to staffing the contract. The Staffing Plan shall address the Offeror's proposed organizational structure and management of the contract in order to ensure successful performance of the contract. This include lines of responsibility, authority (supervisory chain), and communication through which the work will be performed. The Offeror must also address what role, if any, any proposed subOfferors will play, their relationship with the prime Offeror and how their work will be managed.

The Offeror shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The Offeror shall provide the labor category or categories that they intend to utilize during the performance of this contract. The proposed labor category or categories shall be evaluated to determine sufficiency in knowledge and skills required to successfully complete all tasks. The staffing level the Offeror proposes shall be sufficient to successfully accomplish the required tasks with minimal risk. A resource tool is provided in Technical Exhibit 11.

The Offeror shall submit resumes for key personnel that adequately describe the qualifications and expertise of proposed key personnel with regards to the requirements listed in the PWS. If key personnel are not currently employed by the Offeror, letters of intent to be employed for each key personnel shall be included. Key personnel are defined in Section C 22.2 of the PWS.

RESUMES (*Limit to 5 pages per proposed employee. Resumes will not count against page count for Technical Proposal*): Offerors shall submit resumes for key personnel proposed and the resumes shall demonstrate that the proposed candidate/s meets or exceeds the required educational and experience levels identified in the PWS.

FACTOR 2-PAST PERFORMANCE:

In their proposal, Offerors shall include reference information as indicated in their Offeror Performance Information Data Sheets. Offerors shall provide information on up to three (3) previous Government contracts whose effort was relevant to the effort required by this solicitation; the contracts provided shall have been performed within the last three (3) years from the solicitation closing date. The information shall include contract numbers, point of contact with telephone numbers and other relevant information. The Government may evaluate an Offeror's past performance on less than the maximum possible number of references. If the Offeror has not had at least three (3) Government contracts within the last three (3) years, information on relevant subcontracts and/or commercial contracts may be submitted instead (the information must be clear whether the work by the Offeror was done as a prime Offeror or a subOfferor). Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. For each contract provided as a reference, the Offeror shall provide a completed Contractor Performance Information Data Sheet, Attachment 1.

In addition to the information requested above, Offerors shall send a Past Performance Evaluation Survey Form to each reference it lists on their Contractor Performance Information Data Sheet. The Past Performance Survey Form is provided in Attachment 2 and shall be completed by the Offeror's references and submitted directly to the Contracting Officer. These surveys shall be emailed to the attention of Elaine.Florence@navy.mil no later than the due date of this solicitation. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to Offeror Performance Assessment Reporting System (CPARS), Past Performance Information Retrieval System (PPIRS) and Federal Awardee Performance and Integrity Information System (FAPIIS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

Past Performance will be rated on an "Acceptable" or "Unacceptable" basis using the ratings in the table below.

PAST PERFORMANCE EVALUATION RATINGS:

Rating	Description
Acceptable	The Offerer's response and other information provided to the Government indicate an acceptable past performance in meeting the requirements of this acquisition. The Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note below.)
Unacceptable	The Offeror's past performance record indicates unacceptable performance based on data submitted and/or other information provided to the Government as the basis of unacceptability. The Government has no reasonable expectation that the Offeror will successfully perform the required effort.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorable or unfavorable on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

FACTOR 3: PRICE:

The Government reserves the right to award a contract on the basis of initial offers received without discussions in accordance with FAR 15.306. Therefore, each initial offer shall contain the Offerors best terms from the ability to meet the selection criteria and provide the best possible services to the Government. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

An Offeror's proposed prices will be determined by multiplying the quantities identified in the Schedule by the proposed unit price for each Contract Line Item Number to confirm the extended amount for each. The Government will evaluate price to determine the following:

1. Completeness: All price information/data required in the solicitation has been submitted. For all items in the schedule, the unit price will be multiplied by the quantity for each line item for the base and all option years. All CLINs as stated in the solicitation shall be priced except for Reimbursable CLINs

0015, 1015, 2015, 3015 and 4015. **SubCLINs are for funding purposes only and shall not be priced.** The Price Proposal shall include the Offeror's proposed total amount showing the sum of all CLINs.

2. Reasonableness: Price is fully justified and supported and is considered fair under current market conditions as well as reasonable to both the Offeror and the Government. Reasonableness may also be determined by comparing the proposed pricing with Government estimates and/or other offers received. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the Contracting Officer determines that the lack of balance proposes an unacceptable risk to the Government. In accordance with FAR 15.404-1(g)(2) a price analysis will be conducted on the individual CLINs to determine whether unbalanced pricing occurred.

3. Pricing shall be firm-fixed pricing and include all labor, material, and consumables required to perform the work listed in the performance work statement. Pricing shall be structured in accordance with the bid schedule of the SF 33. Offerors shall return fully executed CLINS to include a unit price and total extended prices in accordance with the bid schedule provided in the solicitation and a total amount showing the sum of all line items. Failure to submit a price for any CLIN could result in the proposal being considered unacceptable. The price proposal shall be submitted as a separate file.

Evaluation of the price proposal will include the following for all Reimbursable CLINs. **No other price shall be submitted in the Offeror's Price Proposal for the below CLINS**.

CLIN 0015 Base Year: $1,000,000.00
CLIN 1015 Option Year I: $1,000,000.00
CLIN 2015 Option Year II: $1,000,000.00
CLIN 3015 Option Year III: $1,000,000.00
CLIN 4015 Option Year IV: $1,000,000.00

Failure to furnish the price proposal in accordance with the instructions above shall render the proposal unacceptable.

The Government will evaluate offers for award purposes by adding the total price for all options, including the potential six months option period available under FAR 52.217-8, to the total price for the basic requirement. The fourth option period will have an 11-month period of performance. The pricing used for the option under FAR 52.217-8 will be based on the fourth option period monthly unit price multiplied by six (6) for all CLINs except the Reimbursable CLIN. The price for the Reimbursable CLIN will be $500,000.00.

(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.

NOTE: OFFEROR RESPONSIBILITY

To be eligible for award of a contract hereunder, an Offeror must be determined by the Contracting Officer to be a responsible prospective Offeror IAW FAR 9.104-1. **Offerors shall include in their Price Proposal a letter from their financial institution validating the firm's financial competency.**

To be determined responsible, a Offeror must:

(a) Have adequate financial resources to perform the contract, or the ability to obtain them; please provide Financial Information to include the name of the bank with point of contact.

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Have a satisfactory performance record;

(d) Have a satisfactory record of integrity and business ethics;

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures and safety programs applicable to materials to be produced or services to be performed by the prospective Offeror and subOfferors.

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(End of provision)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		10	Months		

GTMO Port Operations Services
FFP
Base Year - Ship Movement Support - Harbor Tugs, Pusher Boat, Pilot, Line Handlers. Services are to be performed in accordance with the Performance Work Statement Section C 6.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		10	Months		

GTMO Port Operations Services
FFP
Base Year - Tugs and Pusher Boat Maintenance in support of Section C 6.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		10	Months		

GTMO Port Operations Services
FFP
Base Year - Berth Day Support - Ferry Services. Services are to be performed in accordance with the Performance Work Statement Section C 7.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301					

GTMO Port Operations Services
FFP
This SubCLIN is for Funding Purposes Only. Do Not Propose Price.
Base Year - Berth Day Support - Ferry Services.
Navy

FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302					

GTMO Port Operations Services
FFP
This SubCLIN is for Funding Purposes Only. Do Not Propose Price.
Base Year - Berth Day Support - Ferry Services.
JTF

FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		10	Months		

GTMO Port Operations Services
FFP
Base Year - Berth Day Support - Ferry Services Maintenance in support of Section C 7.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401					

GTMO Port Operations Services
FFP
This SubCLIN is for Funding Purposes Only. Do Not Propose Price.
Base Year - Berth Day Support - Ferry Services Maintenance.
Navy

FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000402					

GTMO Port Operations Services
FFP
This SubCLIN is for Funding Purposes Only. Do Not Propose Price.
Base Year - Berth Day Support - Ferry Services Maintenance.
JTF

FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		10	Months		

GTMO Port Operations Services
FFP
Base Year - Weight Handling Equipment and Lift Maintenance. Provide equipment and travel lift maintenance in support of Section C 17.0 in accordance with PWS Sections C 12.0 and C 14.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		10	Months		

GTMO Port Operations Services
FFP
Base Year - Berth Day Support - Facility Response Team Services (Oil Spill Response Operations). Services are to be performed in accordance with the Performance Work Statement Section C 8.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		10	Months		

GTMO Port Operations Services
FFP
Base Year - Berth Day Support - Facility Response Team Maintenance (Oil Spill Response Boat and Equipment Maintenance) in support of Section C 8.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		10	Months		

GTMO Port Operations Services
FFP
Base Year - Berth Day Support – Berth Day Boats, Dive Boats and Maintenance Services in support of Section C 9.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		10	Months		

GTMO Port Operations Services
FFP
Base Year - Waterfront Equipment Maintenance in accordance with the Performance Work Statement Sections C 12.0 and C 14.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		10	Months		

GTMO Port Operations Services
FFP
Base Year - Yard Craft Maintenance (YC1639) in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		10	Months		

GTMO Port Operations Services
FFP
Base Year - Sound and Security Watch. Services are to be performed in accordance with the Performance Work Statement Section C 4.10.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		10	Months		

GTMO Port Operations Services
FFP
Base Year - Harbor Security Boats Maintenance (Harbor Security Boat, Trailer, Transport and Lift Maintenance) in support of Section C 10.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		10	Months		

GTMO Port Operations Services
FFP
Base Year - Contract Data, Plans and Reports Requirements. Services are to be performed in accordance with the Performance Work Statement Section C 24.0.

FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Each		

GTMO Port Operations Services
FFP
Base Year - WheelHouse Commercial Maintenance Program. Services are to be performed in accordance with the Performance Work Statement Section C 12.8.3.
FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1,000,000	Lot		

GTMO Port Operations Services
FFP
Base Year- Reimbursable Supplies and Services. The not to exceed (NTE) amount of $1,000,000.00 is established under this contract for reimbursable supplies and services. This CLIN will be incrementally funded based on approved purchases. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for purchases above the funded amount. Reimbursable supplies and services are expressly identified in the Performance Work Statement and include the following:
Spare and repair parts
Special tools and equipment
Calibrations
Oil Spill Directed Requirements
Boat operations consumables
Government Directed Special Requirements
Over and Above Work

FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Months		

GTMO Port Operations Services
FFP
30 Day Transition
Transition services shall be performed in accordance with the Performance Work Statement Section C 5.0.

FOB: Destination
MILSTRIP: N6051417GTMOPORTOPS
PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Ship Movement Support - Harbor Tugs, Pusher Boat, Pilot, Line Handlers. Services are to be performed in accordance with the Performance Work Statement Section C 6.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Tugs and Pusher Boat Maintenance in support of Section C 6.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Berth Day Support - Ferry Services. Services are to be performed in accordance with the Performance Work Statement Section C 7.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100301					
OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option I -Berth Day Support - Ferry Services. Navy FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100302 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option I - Berth Day Support - Ferry Services. JTF FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	GTMO Port Operations Services FFP Option I - Berth Day Support - Ferry Services Maintenance in support of Section C 7.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100401 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option I - Berth Day Support - Ferry Services Maintenance. Navy FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100402 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option I -Berth Day Support - Ferry Services Maintenance. JTF FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Weight Handling Equipment and Lift Maintenance. Provide equipment and travel lift maintenance in support of Section C 17.0 in accordance with PWS Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Berth Day Support - Facility Response Team Services (Oil Spill Response Operations). Services are to be performed in accordance with the Performance Work Statement Section C 8.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Berth Day Support - Facility Response Team Maintenance (Oil Spill Response Boat and Equipment Maintenance) in support of Section C 8.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Berth Day Support – Berth Day Boats, Dive Boats and Maintenance Services in support of Section C 9.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Waterfront Equipment Maintenance in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Yard Craft Maintenance (YC1639) in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Sound and Security Watch. Services are to be performed in accordance with the Performance Work Statement Section C 4.10. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Harbor Security Boats Maintenance (Harbor Security Boat, Trailer, Transport and Lift Maintenance) in support of Section C 10.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Contract Data, Plans and Reports Requirements. Services are to be performed in accordance with the Performance Work Statement Section C 24.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014		1	Each		
OPTION	GTMO Port Operations Services FFP Option I – WheelHouse Commercial Maintenance Program. Services are to be performed in accordance with the Performance Work Statement Section C 12.8.3. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015		1,000,000	Lot		
OPTION	GTMO Port Operations Services FFP Option I –Reimbursable Supplies and Services. The not to exceed (NTE) amount of $1,000,000.00 is established under this contract for reimbursable supplies and services. This CLIN will be incrementally funded based on approved purchases. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for purchases above the funded amount. Reimbursable supplies and services are expressly identified in the Performance Work Statement and include the following: Spare and repair parts Special tools and equipment Calibrations Oil Spill Directed Requirements Boat operations consumables Government Directed Special Requirements Over and Above Work FOB: Destination MILSTRIP: N6051417GTMOPORTOPS SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016		1	Each		
OPTION	GTMO Port Operations Services FFP Option I –FY 18 Docking Regular Overhauls (DROH) for YTB824 in accordance with the Performance Work Statement Section C 13.4 and Technical Exhibit 12. FOB: Destination MILSTRIP: N6051417GTMOPORTOPS PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017		1	Each		
OPTION	GTMO Port Operations Services FFP Option I –FY 18 Docking Regular Overhauls (DROH) for YC1639 in accordance with the Performance Work Statement Section C 13.3 and Technical Exhibit 13. FOB: Destination MILSTRIP: N6051417GTMOPORTOPS PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Ship Movement Support - Harbor Tugs, Pusher Boat, Pilot, Line Handlers. Services are to be performed in accordance with the Performance Work Statement Section C 6.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months		
OPTION	GTMO Port Operations Services FFP Option II -Tugs and Pusher Boat Maintenance in support of Section C 6.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Berth Day Support - Ferry Services. Services are to be performed in accordance with the Performance Work Statement Section C 7.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200301					
OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option II - Berth Day Support - Ferry Services Navy FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200302 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option II - Berth Day Support - Ferry Services JTF JTF FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	GTMO Port Operations Services FFP Option II - Berth Day Support - Ferry Services Maintenance in support of Section C 7.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200401 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option II - Berth Day Support - Ferry Services Maintenance Navy FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200402 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option II - Berth Day Support - Ferry Services Maintenance JTF FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Weight Handling Equipment and Lift Maintenance. Provide equipment and travel lift maintenance in support of Section C 17.0 in accordance with PWS Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Berth Day Support - Facility Response Team Services (Oil Spill Response Operations). Services are to be performed in accordance with the Performance Work Statement Section C 8.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Berth Day Support - Facility Response Team Maintenance (Oil Spill Response Boat and Equipment Maintenance) in support of Section C 8.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Berth Day Support – Berth Day Boats, Dive Boats and Maintenance Services in support of Section C 9.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Waterfront Equipment Maintenance in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Yard Craft Maintenance (YC1639) in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Sound and Security Watch. Services are to be performed in accordance with the Performance Work Statement Section C 4.10. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012 OPTION	GTMO Port Operations Services FFP Option II - Harbor Security Boats Maintenance (Harbor Security Boat, Trailer, Transport and Lift Maintenance) in support of Section C 10.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013 OPTION	GTMO Port Operations Services FFP Option II - Contract Data, Plans and Reports Requirements. Services are to be performed in accordance with the Performance Work Statement Section C 24.0. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014		1	Each		
OPTION	GTMO Port Operations Services FFP Option II – WheelHouse Commercial Maintenance Program. Services are to be performed in accordance with the Performance Work Statement Section C 12.8.3. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015		1,000,000	Lot		
OPTION	GTMO Port Operations Services FFP Option II – Reimbursable Supplies and Services. The not to exceed (NTE) amount of $1,000,000.00 is established under this contract for reimbursable supplies and services. This CLIN will be incrementally funded based on approved purchases. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for purchases above the funded amount. Reimbursable supplies and services are expressly identified in the Performance Work Statement and include the following: Spare and repair parts Special tools and equipment Calibrations Oil Spill Directed Requirements Boat operations consumables Government Directed Special Requirements Over and Above Work FOB: Destination MILSTRIP: N6051417GTMOPORTOPS SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016		1	Each		
OPTION	GTMO Port Operations Services FFP Option II – FY 19 Docking Regular Overhauls (DROH) for YTB831 in accordance with the Performance Work Statement Section C 13.4 and Technical Exhibit 14. FOB: Destination MILSTRIP: N6051417GTMOPORTOPS PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Ship Movement Support - Harbor Tugs, Pusher Boat, Pilot, Line Handlers. Services are to be performed in accordance with the Performance Work Statement Section C 6.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		
OPTION	GTMO Port Operations Services FFP Option III -Tugs and Pusher Boat Maintenance in support of Section C 6.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Berth Day Support - Ferry Services. Services are to be performed in accordance with the Performance Work Statement Section C 7.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300301 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option III - Berth Day Support - Ferry Services. Navy FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300302 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option III - Berth Day Support - Ferry Services. JTF FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	GTMO Port Operations Services FFP Option III - Berth Day Support - Ferry Services Maintenance in support of Section C 7.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300401 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option III - Berth Day Support - Ferry Services Maintenance. Navy FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300402 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option III - Berth Day Support - Ferry Services Maintenance. JTF FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	GTMO Port Operations Services FFP Option III - Weight Handling Equipment and Lift Maintenance. Provide equipment and travel lift maintenance in support of Section C 17.0 in accordance with PWS Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Berth Day Support - Facility Response Team Services (Oil Spill Response Operations). Services are to be performed in accordance with the Performance Work Statement Section C 8.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Berth Day Support - Facility Response Team Maintenance (Oil Spill Response Boat and Equipment Maintenance) in support of Section C 8.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Berth Day Support – Berth Day Boats, Dive Boats and Maintenance Services in support of Section C 9.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Waterfront Equipment Maintenance in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Yard Craft Maintenance (YC1639) in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Sound and Security Watch. Services are to be performed in accordance with the Performance Work Statement Section C 4.10. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Harbor Security Boats Maintenance (Harbor Security Boat, Trailer, Transport and Lift Maintenance) in support of Section C 10.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Contract Data, Plans and Reports Requirements. Services are to be performed in accordance with the Performance Work Statement Section C 24.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014		1	Each		
OPTION	GTMO Port Operations Services FFP Option III – WheelHouse Commercial Maintenance Program. Services are to be performed in accordance with the Performance Work Statement Section C 12.8.3. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3015		1,000,000	Lot		
OPTION	GTMO Port Operations Services FFP Option III – Reimbursable Supplies and Services. The not to exceed (NTE) amount of $1,000,000.00 is established under this contract for reimbursable supplies and services. This CLIN will be incrementally funded based on approved purchases. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for purchases above the funded amount. Reimbursable supplies and services are expressly identified in the Performance Work Statement and include the following: Spare and repair parts Special tools and equipment Calibrations Oil Spill Directed Requirements Boat operations consumables Government Directed Special Requirements Over and Above Work FOB: Destination MILSTRIP: N6051417GTMOPORTOPS SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016		1	Each		
OPTION	GTMO Port Operations Services FFP Option III – FY20 Docking Regular Overhauls (DROH) for YFB93 in accordance with the Performance Work Statement Section C 13.4 and Technical Exhibit 15. FOB: Destination MILSTRIP: N6051417GTMOPORTOPS PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Ship Movement Support - Harbor Tugs, Pusher Boat, Pilot, Line Handlers. Services are to be performed in accordance with the Performance Work Statement Section C 6.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Tugs and Pusher Boat Maintenance in support of Section C 6.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Berth Day Support - Ferry Services. Services are to be performed in accordance with the Performance Work Statement Section C 7.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400301 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option IV - Berth Day Support - Ferry Services. Navy FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400302 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option IV - Berth Day Support - Ferry Services. JTF FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	GTMO Port Operations Services FFP Option IV - Berth Day Support - Ferry Services Maintenance in support of Section C 7.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A	11	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400401 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option IV - Berth Day Support - Ferry Services Maintenance. Navy FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400402 OPTION	GTMO Port Operations Services FFP This SubCLIN is for Funding Purposes Only. Do Not Propose Price. Option IV - Berth Day Support - Ferry Services Maintenance. JTF FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	GTMO Port Operations Services FFP Option IV - Weight Handling Equipment and Lift Maintenance. Provide equipment and travel lift maintenance in support of Section C 17.0 in accordance with PWS Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A	11	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Berth Day Support - Facility Response Team Services (Oil Spill Response Operations). Services are to be performed in accordance with the Performance Work Statement Section C 8.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Berth Day Support - Facility Response Team Maintenance (Oil Spill Response Boat and Equipment Maintenance) in support of Section C 8.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Berth Day Support – Berth Day Boats, Dive Boats and Maintenance Services in support of Section C 9.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Waterfront Equipment Maintenance in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Yard Craft Maintenance (YC1639) in accordance with the Performance Work Statement Sections C 12.0, C 13.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Sound and Security Watch. Services are to be performed in accordance with the Performance Work Statement Section C 4.10. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Harbor Security Boats Maintenance (Harbor Security Boat, Trailer, Transport and Lift Maintenance) in support of Section C 10.0. Services are to be performed in accordance with the Performance Work Statement Sections C 12.0 and C 14.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013		11	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Contract Data, Plans and Reports Requirements. Services are to be performed in accordance with the Performance Work Statement Section C 24.0. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014		1	Each		
OPTION	GTMO Port Operations Services FFP Option IV – WheelHouse Commercial Maintenance Program. Services are to be performed in accordance with the Performance Work Statement Section C 12.8.3. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4015		1,000,000	Lot		
OPTION	GTMO Port Operations Services FFP Option IV –Reimbursable Supplies and Services. The not to exceed (NTE) amount of $1,000,000.00 is established under this contract for reimbursable supplies and services. This CLIN will be incrementally funded based on approved purchases. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for purchases above the funded amount. Reimbursable supplies and services are expressly identified in the Performance Work Statement and include the following: Spare and repair parts Special tools and equipment Calibrations Oil Spill Directed Requirements Boat operations consumables Government Directed Special Requirements Over and Above Work FOB: Destination MILSTRIP: N6051417GTMOPORTOPS SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016		1	Each		
OPTION	GTMO Port Operations Services FFP Option IV – FY 21 Docking Regular Overhauls (DROH) for YFB92 in accordance with the Performance Work Statement Section C 13.4 and Technical Exhibit 16. FOB: Destination MILSTRIP: N6051417GTMOPORTOPS PURCHASE REQUEST NUMBER: N6051417GTMOPORTOPS SIGNAL CODE: A				
				NET AMT	

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT
Port Operation Services
Naval Station Guantanamo Bay, Cuba

C 5.0 OVERVIEW

C 5.1 General. The services to be furnished under this contract include operation of multiple watercraft and boats, related maintenance services, port operations, and waterfront administration in support of United States Naval Base (USNB) at Guantanamo Bay (GTMO) Cuba. The Contractor shall be responsible for the operation, preventive, predictive, corrective maintenance of various watercrafts, boats and equipment, industrial marine repair services and shall provide port operations services. Services shall be provided on a "turn-key" basis with the Contractor providing all necessary management expertise, personnel, supplies, tools, equipment and vehicles unless otherwise specified in this contract as Government equipment furnished. The Contractor shall plan, schedule, coordinate and ensure effective completion of all services described herein. This includes, but is not limited to the following fifteen (15) primary tasks:

(31) Provide ship movement operational support per section C 6.0.

(32) Provide ferry services operational support per section C 7.0.

(33) Provide Facility Response Team (FRT) services per section C 8.0.

(34) Provide berth day operational and maintenance support per section C 9.0.

(35) Provide harbor security boat operational and maintenance support per section C 10.0.

(36) Ensure the cleanliness of assigned watercraft, boats, and equipment per section C 11.0.

(37) Perform maintenance on boats, waterfront equipment, oil spill response, and service craft per section C 12.0.

(38) Schedule and perform hull cleanings and maintenance availabilities on service craft, LCU, and LCMs and YTBs per section C 13.0

(39) Perform industrial marine repair services per section C 14.0.

(40) Provide Severe Weather support per section C 15.0.

(41) Provide transportation support per section C 16.0.

(42) Provide material handling support per section C 17.0.

(43) Provide property administrative services per section C 18.0.

(44) Provide supply and configuration support per section C 19.0

(45) Ensure safety and quality control standards per section C 21.0

C 6.0 REGULATORY COMPLIANCE

C 6.1 The Contractor warrants that all aspects of performance shall be in full compliance with all applicable international conventions and all applicable laws, regulations, permits and other requirements of the United States including all applicable Federal, local, Department of Defense (DoD) and United States Coast Guard (USCG) regulations.

C 6.2 The Contractor shall not pollute the environment. The Contractor warrants that it will avoid all pollution and is in compliance with all DoD, Navy, EPA, OSHA, and local base instructions. The Contractor shall be responsible for all spills that they cause into the environment and shall immediately notify USNB GTMO of any spill. The following list is illustrative of the pollution regulations with which the Contractor must comply:

C 6.2.1 Hazardous material management and waste disposal shall be in accordance with all DoD, Navy, and base regulations. The Contractor shall comply with the Final Governing Standards (FGS)for GTMO, Clean Water Act, the Oil Pollution Act of 1990, 33 U.S.C. §§2701 et seq., (OPA 90), MARPOL Annex I (which prohibits all discharges of oil in special areas), and all applicable statutes and supporting U.S. Coast Guard regulations. Additionally, for hazardous materials used and/or generated during operation and/or maintenance including shipyard periods, the Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Clean Air Act, the Clean Water Act, OPA 90, and all other applicable statutes and regulations.

C 6.2.2 Contractor-operated vessels shall handle spill prevention in accordance with DoD, Navy, local instructions, NAVSTAGTMO Spill Prevention and Response Plan and OPNAVINST 5090 series guidance.

C 6.2.3 All coatings shall be in compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) under the Clean Air Act.

C 7.0 GOVERNMENT FURNISHED EQUIPMENT, SUPPLIES AND SERVICES

C 7.1 The Contractor shall take custody of the Government-furnished watercrafts and equipment listed in Technical Exhibits 1 and 3. At vessel turnover, the Government warrants that the platforms are in good material condition, safe to perform all missions and that equipment is in proper working condition. For the purposes of this contract, the terms vessel, boat and watercraft are synonymous.

C 7.2 Facilities. The Contractor will have use of Government-owned facilities in support of this contract. The Contractor will be responsible for providing all cleaning, supplies and janitorial services for these spaces, and supporting the USNB Zone Inspection Program (COR will provide schedules and instructions). On a monthly basis, the Contractor shall inspect the fire extinguishers in the assigned areas and identify any deficiencies to the COR. The Contractor is required to conserve energy and water to the maximum extent practical in accordance with the Base Energy Conservation Regulation. The Contractor shall observe the Base Energy Conservation Regulation and shall post this instruction for employees to read. The Contractor shall not modify or renovate any of the buildings without the approval of the Contracting Officer (KO). Technical Exhibits 2 and 2A provides a list and area maps of the Government-furnished Facilities.

C 7.3 The Government will provide the following services within GTMO. For those items requiring disposal, the Contractor shall deliver the items to the location identified by the Government.

(1) Electricity
(2) Fuel Oil - DFM (F76), JP5 and MOGAS for Government-owned vessel/craft operations.
(3) Lube Oil (for Government-owned craft) as part of corrective maintenance not preventive maintenance.
(4) Hydraulic Oil, Transmission Fluid, Steering Fluid, Grease for corrective maintenance not preventive maintenance.
(5) Potable Water
(6) HAZMAT Disposal for HAZMAT generated during normal operations
(7) Garbage Disposal
(8) Sewage Pumpout and Disposal
(9) Pier space to moor vessels utilized in support of this contract
(10) Diesel Engine Inspectors
(11) Oily Waste Disposal
(12) Mobile Crane Services when approved by the COR

C 8.0 CONTRACTOR-FURNISHED EQUIPMENT AND SERVICES

C 12.7 General Requirements. The Contractor shall be responsible for operating, navigating, and maintaining various watercrafts, boats and equipment as well as performing port services functions, as outlined in this

contract. The Contractor shall maximize the use of personnel resources to cross deck people (as qualified) to the greatest extent possible.

C 12.8 The Contractor shall provide all Automated Data Processing (ADP) for unclassified information necessary to support this contract. This can include, but is not limited to computers, hardware, printers, scanners, copiers, LAN systems, commercial software, etc. The Contractor shall maintain an open connection at all times to an Internet Service Provider (ISP) to provide continuous email connectivity and effective and efficient use of the web based commercial maintenance program. The maintenance program will require a minimum of 10mb/2mb and 15gb throughput. The Contractor will not be provided a Navy-unique email address.

C 12.9 The Contractor shall be responsible for landline telephone services (local and long distance).

C 12.10 The Contractor shall provide cell phones for all key personnel. Cell phones and service shall be included in the FFP. Price information for cell phones is contained in Technical Exhibit 10.

C 12.11 Management and Authority.

C 12.11.1 Project Management Support. The Contractor shall designate an individual as the Project Manager (PM) on-site for this contract. The PM shall be the Contractor's point of contact with the Contracting Officer and the COR in matters concerning this contract. The PM shall have the authority to commit the Contractor in all matters related to this contract. The PM shall be responsible for coordinating, formulating, disseminating and implementing all contract requirements issued by the Government.

C 12.11.2 Boat Operator Authority. A boat operator ("Operator") is defined as a person who is responsible for the operation of any vessel being used in support of this contract. The Operator is responsible for the navigation and care of the vessel as well as the safety of personnel embarked. The Operator shall execute his duties in accordance with U.S. Coast Guard rules and regulations as well as other federal, state and local laws. The Operator has the sole authority for safeguarding embarked personnel and the vessel assigned to his/her custody. The Operator has the authority to abort operations when there is a clear and present danger to safety of embarked personnel and/or his/her assigned watercraft.

C 12.12 Emergency Contact. The Project Manager (or designee with the same authority) must be available to be contacted 24 hours a day, 7 days a week to respond to emergency situations.

C 12.13 Readiness. The Contractor shall ensure that the craft and crew are maintained in such that they are ready to support operational requirements in accordance with contract requirements. The Contractor shall submit a boat/equipment non-availability notice to the COR verbally, in writing, or via e-mail no later than one hour after any boat and/or equipment failure or damage occurs. Verbal notifications shall be followed-up with written or email notification to the COR within 4 hours after any boat and/or equipment failure or damage occurs.

C 12.14 Normal hours of operation for Naval Station port operations are Monday through Friday, 0800-1600. Normal hours of operation for each service are identified in the sections that describe the service. Government Holidays will be considered non-normal working hours except for those services that are required every day of the year. Vessels will require a 30 minute warm up and cool down period to allow engine and system parameters to reach normal.

C 12.15 Flex Time: The start of normal hours of operation can change on a daily basis, as required by the Government. Unless otherwise specified, the earliest the workday can start is 0500 and the latest is 0900. The Government will provide two (2) calendar days notice prior to changing the flextime schedule. Each service and/or vessel defined herein may have a unique flextime schedule.

C 12.16 Sounding and Fire Watch. The Contractor shall provide a roving sounding and fire watch outside of normal hours, which are specified in Section C 4.8, 7 days a week, all days of the year. At a minimum, each vessel and assigned facility shall be checked every other hour, for bilge levels, shore power hoses, mooring lines, water leaks, presence of smoke or fire and any normal conditions. For safety purposes, a minimum of two Contractor personnel is required for every watch.

C 12.17 Due to mission requirements and location of GTMO, the workload can be dynamic. The Government reserves the right to require the Contractor to perform additional Port Operations Functions in support of GTMO, including, but not limited to additional boat operations, additional maintenance on boats, growth work, towing, migrant operations support, travel lift overhaul, and Government directed special requirements. The Contracting Officer, in accordance with the Changes Clause, will negotiate any change to port operations functions.

C 12.18 Force Protection supplies/services. The requirements for force protection of ships and facilities are rapidly changing. If additional supplies and services within the general scope of the contract are required by the Contracting Officer, the required supplies and or services will be added to the contract through a negotiated modification.

C 13.0 TRANSITION

C 13.1 The Contractor shall complete all training and familiarization in order to support the below timelines. The Contractor shall develop a transition plan detailing the transition process, including but not limited to hiring, Subcontractor arrangements, training and qualifications, obtaining vehicles, weight handling equipment, manlifts, turnover of GFE, island clearances, and housing accommodations, etc. The Government may accelerate the transition schedule given below under the Changes clause at a rate to be negotiated.

C 13.2 Anticipated Contract Award: 1 August 2016

C 13.3 To ensure the continuity of services are maintained at the required level of proficiency, the Contractor shall provide a 30 day transition period with the incumbent. The incoming Contractor shall work with the incumbent to prepare to assume full responsibility for all areas of operations and maintenance. Although the incoming Contractor and the incumbent will work together during the transition period, the incumbent will retain full responsibility during this transition time period. The Contractor assumes responsibility for 100% of contract performance on 1 October 2016. All transition activities must be completed prior to start date of this contract. The Contractor shall provide a Firm Fixed-Price for phase-in services. The full performance period will commence on 01 October 2016, with the transition period scheduled to commence on 01 September 2016. The transition schedule will be mutually agreed to by the Contracting Officer, Contracting Officer Representative (COR) and the Contractor to make best use of the capabilities and skills of the Contractor personnel.

C 5.4 During the final week of the contract period of performance, the Contractor shall provide a complete, written updated Technical Exhibits 3 and 5 of all Government-furnished equipment and materials provided under this contract. If the incumbent Contractor is awarded the new contract, the final inventory shall be conducted with the COR or ACOR. If the incumbent is not awarded the new contract, the incumbent shall conduct a joint inventory with the incoming Contractor and the COR or ACOR.

C 14.0 SHIP MOVEMENT SUPPORT - HARBOR TUGS, PUSHER BOAT, PILOT, LINE HANDLERS

C 14.1 The Contractor shall provide Harbor Tug and pusher boat services utilizing YTB-820, YTB-824 and YTB-831.

C 14.2 Normal hours of operation for the harbor tugs and pusher boat are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C 14.2.1 The Contractor shall operate and maintain two harbor tugs simultaneously during normal hours. The third harbor tug will be in reduced operating status for maintenance by the Contractor. Reduced operating status (ROS) for the tug is defined as the amount of maintenance necessary to ensure that the material condition of the tug does not degrade and the equipment/systems could be activated within seven days. The Government will provide seven days notice to activate the tug in ROS (and place another tug in ROS).

C.6.2.2 The Contractor shall provide harbor tug services during normal hours within 30 minutes of request and during non-normal working hours the tugs shall be ready for service within 2 hours of request by the

COR. Contractor can expect 300 annual ship movements during normal working hours and 60 annual ship movements during non-normal working hours.

C.6.2.3 A minimum crew of four is required for operation of each harbor tug (1 Tugmaster, 1 Chief Engineer, 1 Oiler Electrician, and 1 Deckhand).

C.6.2.4 The following list is illustrative of the services to be performed by tugs under this contract:

1) Towing, twisting, mooring, berthing, docking, streaming, shifting, assisting, pulling, and escorting vessels, barges, submarines, crafts, hulls, sleds, derricks, lighters, and objects of whatsoever nature including anything carried thereon. The Government reserves the right to direct the Contractor to use the tugs separately or jointly with other tugs in the performance of any services listed in this Contract. Towing may include origin and destination locations offshore. The Government directed work shall be added to the contract through a negotiated modification and shall be invoiced under the Reimbursable CLIN.

2) Transfers of pilots and Government Personnel by vessel.

3) Tug emergency support services, including responses to weather conditions threatening vessels, piers, dry-docks, or shore facilities; shipboard fires; vessels aground; vessel equipment failures; downed aircraft; oil spills; missions of mercy; collisions; ammunition mishaps; and search-and-rescue operations and shipboard casualty or National Defense Emergency.

4) Line handling.

5) Within the geographical region of the Caribbean, the Contractor shall provide assistance with vessel(s) which are ordered to any berth, dock, anchorage, wharf, open roadstead, submarine line, or alongside any vessel, barge, lighter, submarine, craft, hull, derrick, or object of whatsoever nature that the Government may direct, provided the vessel can lie always safely afloat except in harbors or waters where groundings are custom of the port.

C 14.3 Pusher Boat Services. The Contractor shall provide pusher boat services at GTMO using Government-furnished pusher boat.

C 14.3.1 The Contractor shall operate and maintain the Government Furnished pusher boat (PB-1/ Vessel number 74CM831).

C 14.3.2 The pusher boat shall be used to perform miscellaneous tasks, including, but not limited to movement of waterborne items, docking of vessels, movement of small cargo, line handling, etc.

C 14.3.3 The Contractor shall provide pusher boat services during normal working hours within 30 minutes of request. Contractor can expect 60 annual pusher boat services during normal working hours. The Contractor is only required to operate one harbor tug when the pusher boat is operating.

C 14.3.4 Pusher boat services during non-normal working hours shall be provided within 4 hours of notice by the COR. Contractor can expect 45 annual pusher boat services during non-normal working hours.

C 14.3.5 A minimum crew of three is required for operation of the pusher boat (1 Coxswain, 1 Oiler Electrician, and 1 Deckhand).

C 6.4 The Contractor shall assist the Government Dockmaster with mooring ships at GTMO.

C 6.4.1 The Contractor shall coordinate and provide all necessary line handling services. A maximum of 10 line handlers will be required at any one time. Unless there is an emergency, the Contractor will be given at least four hours advance notice.

C 6.4.2 Line handler services are typically required during normal working hours; however, the services must be available during non-normal working hours to assist with vessel arrivals and departures. The Government estimates 300 annual ship movements of which 60 ship movements per year will occur after normal working hours and on weekends and Federal Holidays. Typically between 4 and 10 line handlers will be required.

C 6.4.3. During all operating hours, the line handlers shall be on station no less than 15 minutes prior to the scheduled arrival/departure of the vessel. The COR or designee will schedule the line handling services with the Contractor.

C 6.5 The Contractor shall be responsible for storing, maintaining in accordance with Section C 12.0, transporting, and staging of Government-furnished shore power cables and cradles for ship-to-shore power, brows and brow stands and portable fenders. The Contractor shall not be responsible for the quality or capacity of ship-to-shore power. The Contractor shall not connect or disconnect shore power, or place brows and brow stands on ships.

C 6.6 Harbor Pilot Services. The Contractor shall provide a Harbor Pilot for GTMO and can expect approximately 80 ship movements per year that requires these services.

C 15.0 BERTH DAY SUPPORT - FERRY SERVICES

C 15.1 The Contractor shall provide ferry services at GTMO using the Government-furnished ferries listed below.

C 15.1.1 Two Government-furnished Yard Ferry Boats (YFB-92, YFB-93);

C 15.1.2 Three Government-furnished utility boats (UB) (GTMO-5, GTMO-6 & GTMO-7);

C 15.1.3 Two Government-furnished Landing Crafts (LCU1675 & LCM8-4).

C 15.2 The ferry service primarily provides passenger, vehicle, cargo and equipment transportation between the Windward and Leeward side of GTMO at designated ferry landings. Normal ferry operations are set forth in Technical Exhibit 7; however, the scheduled arrival/departure times may be changed by the COR and the scheduled hours of operation may be changed to support the different missions in GTMO as directed by the Contracting Officer with 24 hours' notice. The maximum numbers of vessels in operation at one time are 3 YTB's, 1YFB; 2 YTB's, 1YFB and 1 PB: 1 YFB, 1 LCU and 2 UBs; 2 YFB's, 1 LCU, 1 LCM8 and 2 UB's.

C 15.3 For ferry services, the Contractor shall operate as described below.

C 15.3.1 The Contractor shall be responsible for the safe loading and embarking /debarking of personnel and vehicles on the ferry in accordance with general guidance provided by the COR.

C 15.3.2 Additional non-normal ferry operations shall be provided within two hour notice. Contractor can expect non-normal ferry runs to average twelve per month. Examples are medical evacuations, personnel movements, ammo load outs, and/or fuel tankers. As a contingency plan, the Contractor may be tasked with additional ferry operations to support migrant operations that could run 24 hours per day, 7 days a week. The migrant operations ferry schedule will be coordinated between the Contractor and the COR based on support required and sustainment of operations. Crew rest and maintenance will be addressed in the schedule.

C 15.3.3 The Contractor shall also operate the boats/crafts to support various general harbor work in addition to non-normal ferry runs. Examples are sand and gravel truck movements and equipment movements. An average of 4 per month can be expected.

C 15.3.4 A minimum crew of four is required for operation of each YFB and LCU (1 Craftmaster, 1 Loadmaster, 1 Chief Engineer, and 1 Oiler/electrician), and a minimum crew of three is required for operation of the UB and LCM (1 Coxswain, 1 Engineer, and 1 Bow hook/Stern hook).

C 16.0 BERTH DAY SUPPORT - FACILITY RESPONSE TEAM (FRT) SERVICES

C 16.1 The Contractor shall provide waterborne FRT services at GTMO utilizing Government-furnished vessels and equipment. FRT response services and training shall be in accordance with OPNAVINST 5090.1D. (OPNAVINSTs are available on the Internet at the following website: http://www.fas.org/irp/doddir/navy/opnavinst/index.html.

C 16.2 Contractor shall provide waterborne FRT services twenty-four (24) hours per day, seven (7) days a week. Immediate response is required within 1 hour of notification of a spill to deploy 1000 feet of oil boom to start containment.

C 16.3 Under FRT services, the Contractor's responsibilities include, but are not limited to, the following:

C 16.3.1 Responsible for investigating reports of possible spills and report the details of the spill, source, size, estimated amount and type of product. If there is a spill, the Contractor shall respond in accordance with Section C 8.1.

C 16.3.2 Responsible for containing waterborne spills and recovering product from the water. The Contractor may be required to work and train with other agencies or departments that also have oil spill response capabilities.

C 16.3.3 Responsible for preventive containment booming/un-booming of ships, submarines, barges, and facilities including booming of strategic response locations within 1 hour of receipt of request.

C 16.3.4 Contractor shall boom ships with containment boom when vessels are scheduled to transfer liquid cargo with a petroleum, oil or lubricants (POL) base or components. Continuous containment is required 360 degrees around the vessel. If 360 degree booming is not possible or practicable, the Contractor must notify the COR immediately.

C 16.3.5 Responsible for ensuring FRT personnel are trained and equipped in accordance with the position descriptions listed in the Facility Response Plan (FRP) and qualified in accordance with Section C 22.

C 16.4 The Contractor shall be qualified in accordance with Section C 22.0 Personnel Requirements and maintain in accordance with Sections C 11.0 and C 12.0, the six Oil Spill Response Government-furnished boats (Boom Boat-1, Boom Boat-2, Fast Boat-1, Platform-1, Platform-2, (2) Pumper Trucks, and Skimmer), trailers, spare engines, boom reels and associated equipment and booms. Oil Spill Response Boat crewing. A minimum crew of two (1 Coxswain and 1 Deckhand) is required to operate each boat except for the platform boats which require a minimum crew of three (1 Coxswain and 2 Deckhands).

C 16.5 The Contractor shall provide an Oil Spill Report consisting of an itemized accounting of all costs including materials and man-hours associated with an oil spill response situation.

C 16.6 The Contractor shall participate in regional training, exercises and other spill response training as required by the COR.

C 9.0 BERTH DAY SUPPORT – BERTH DAY BOATS, DIVE BOATS AND SERVICES

C 9.1 Dive Boats The Contractor shall maintain the two dive boats (DV-1, DV-2) and trailers, including spare engines in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boats as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

C 9.2 GTMO Captain's Gig Maintenance. The Contractor shall maintain the Captain's Gig in accordance with Sections C 11 and C 12. The Contractor will be required to operate the Gig as necessary for maintenance. The Port Operations department will operate the Gig for all other uses.

C 9.3 Port Service Boat The Contractor shall maintain the Port Services Boat (PSB) and trailer, including spare engines, in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boat as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

C 9.3.1 In accordance with the procedures identified under Property Administration (Section C18), Government personnel will check out/check in the port services boats with the Contractor.

C 9.4 The Contractor shall provide trash removal services within the waters of GTMO (see Technical Exhibit 2A) using Government-furnished vessels. This service includes waterborne trash removal and obstructions to navigation and floating debris. The Contractor is responsible for disposing of the trash and debris in an area

adjacent to the waterfront as specified by the COR. The Contractor is not required to haul the trash to a landfill.

C 9.5 The Contractor shall relocate, as directed by the COR, all boats and the miscellaneous equipment that supports the Port Operation Department. Relocation of these items can include movement by water.

C 10.0 HARBOR SECURITY BOATS

C 10.1 Security Boats. The Contractor shall maintain the four security boats (HP-1, HP-2, HP-3, and HP-4), trailers, boat lifts, transports and spare engines. The Security Department will operate the security boats for operational purposes. The Contractor will be required to operate the boats as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

C 10.2 Normal hours for providing maintenance services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C 11.0 GENERAL EQUIPMENT STANDARDS

C 11.1 The Contractor shall operate Government equipment furnished, watercraft and boats in accordance with the original equipment manufacturer's technical manuals and specifications.

C 11.2 Watercraft Standards of Appearance. All watercraft shall be maintained in a neat sanitary condition with all loose gear, equipment and tools stowed in a safe, secure, and orderly fashion. All bright work shall be kept shined and all labels and stencils shall be kept clearly legible.

C 11.3 Hull and weather decks. The exterior hull, weather decks and superstructure, including ladders, booms, winches, capstans, and all other deck fittings, shall be maintained in a clean, rust free condition. Waterline and draft marks shall be repainted with sufficient frequency to ensure a high standard of appearance and vessel smartness. The national ensign, jack, pennants, and signal flags shall be clean and un-tattered. All craft shall be washed down with freshwater on a weekly basis.

C 11.4 Mooring lines shall be maintained in a clean and serviceable condition. Rigging and ground tackle shall be maintained in accordance with manufacturer's recommendation. All rigging and ground tackle shall be regularly inspected and maintained to be clean and rust/corrosion free condition.

C 11.5 Engineering spaces. Engineering spaces shall be maintained in a neat, clean, oil-free condition with bilges dry or at the minimum practical level, and oil-free. Attention shall be given to small leaks, insulation and lagging, painting and preservation, equipment stowage, and similar housekeeping items. Machinery shall be maintained to original equipment manufacturer's specifications and professional marine engineering standards of material condition and readiness required for mission performance. Packing glands, guards, and other similar items shall be routinely maintained. Constant attention shall be given to maintenance and repair actions that impact safety. Surface coatings shall be maintained in accordance with applicable vessel technical manuals and Naval Ships Technical Manual (NSTM) 631. Status boards, posted instructions and diagrams shall be neatly and accurately maintained.

C 11.6 Interior spaces. All interior spaces shall be maintained in a clean, corrosion/rust-free and properly painted condition. Decks and ladders shall be maintained free of tripping and slip hazards. Ship's furniture shall be maintained in good repair. All interior bright-work shall be regularly shined.

C 11.7 The Contractor shall maintain all waterfront and oil spill response equipment that includes brows, brow stands, shore power cables, hoses, boom reels, vacuum trucks, OSR conex boxes, and boom in good condition. This includes preservation, cleaning, maintenance and repair. Shore power cables and cradles shall be protected from damage and stored out of exposure to the sun.

C 12.0 MAINTENANCE OF GOVERNMENT FURNISHED, BOATS, WATERFRONT EQUIPMENT, OIL SPILL RESPONSE EQUIPMENT AND SERVICE CRAFT

C 12.1 General. The watercraft, systems and equipment, and other assigned port service areas and equipment shall be maintained in accordance with original equipment manufacturer's specifications, the Joint Fleet Maintenance Manual (JFMM) Volumes IV, V, VI, and applicable NSTM's. The Contractor shall accomplish maintenance and repairs approved by the Navy planning yard on vessel hulls, equipment and systems as directed by the Contracting Officer and Contracting Officer Representative. If a part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in paragraph Section C 19.1.1.

C 12.2 Senior Maintenance Engineer. The Contractor shall assign a senior maintenance engineer to coordinate all watercraft and equipment maintenance and repair.

C 12.3 The Contractor shall perform a visual inspection of each vessel on a daily basis to record engine operating hours and to record the condition of the each boat. Vessels operated by the Government will be made available to the Contractor for these daily inspections.

C 12.4 Consumables required for operation of these boats (e.g fuel, mooring lines, fenders, lifesaving equipment, etc.) shall be purchased under the Reimbursable CLIN. Consumables required for vessel preventative maintenance shall be included in the Contractor's Firm Fixed-Price.

C 12.5 In accordance with the procedures identified in Property Administration, Government personnel will check out/check in the boats listed in Sections C9 and C10 from the Contractor.

C 12.6 The Contractor shall work closely with the COR to ensure that maintenance requirements do not interfere with operational requirements.

C 12.7 The Contractor shall maintain each craft's readiness for all operational requirements. The Contractor shall ensure that all equipment, machinery, and appurtenances of the craft, regardless of the frequency or importance of use, shall be maintained in the highest state of readiness. The Contractor shall be responsible for performing scheduled and unscheduled maintenance to ensure mission readiness 24-hours a day. Contractor will work with the COR on number of vessels that are down for maintenance after working hours.

C 12.8 Predictive, Preventive and Corrective Maintenance. The Contractor shall perform predictive, preventive and corrective maintenance as required to maintain each craft's equipment and systems and other assigned port service areas and equipment in a high state of readiness. This service shall ensure to the maximum extent possible continuing operation of the machinery, prolonging the life of the machinery, and to preclude breakdown of the machinery, unnecessary overhaul of major equipment, and excessive corrective maintenance of the machinery.

C 12.8.1 Predictive Maintenance. The Contractor shall collect lube oil samples for analysis on all lubricating and hydraulic oil systems. Contractor shall respond to and perform as necessary preventative and corrective maintenance as indicated by the analysis.

C 12.8.2 Preventive Maintenance. The Contractor shall perform all preventive maintenance on assigned watercrafts, systems and equipment, and other assigned port service areas and equipment.

C 12.8.3 Contractor Maintenance Plan. The Contractor shall utilize, "WheelHouse" commercial maintenance program and inventory control program to develop maintenance plans for each Government-furnished watercraft, service craft, waterfront equipment, oil spill response equipment and all other equipment that requires maintenance performed using manufactures tech manuals, existing maintenance requirement cards and good engineering practices. The Contractor will verify procedures, maintenance checks and documentation that support the maintenance prior to implementation. The Contractor shall include all inventory items in the commercial maintenance program.

The maintenance program must be able to accurately depict the status of each vessel and equipment, provide historical maintenance and repair data, total maintenance costs per boat or equipment, inventory and costs of parts used, labor hours estimated per maintenance check, actual labor hours used, part failure analysis, engine hours, scheduling of maintenance checks, number of checks completed on a monthly and annual basis. The Contractor shall upload all pertinent reference documentation that pertains to each vessel or equipment for easy reference to procedures, drawings etc. The program will also have the capability to

assign vessels to a future planned phased maintenance availability or scheduled overhaul, this will allow building the work package for the future event and inputting all maintenance and repairs to that availability.

The Contractor shall procure the maintenance program through WheelHouse Technologies. The data in the program will belong to and be turned over to the Government at the end of the contract period. The WheelHouse Commercial Maintenance Program Base Year CLIN shall include the following implementation services: First year subscription; Vessel Walkdown and Facility Management Services; Inventory and Purchasing Module; Barcode Inventory Module; On-Site Training and Implementation Support. WheelHouse Option CLINs shall include annual subscription services. The Contractor will be responsible for internet connection that will support maintenance program as described in C 4.2. The Contractor shall include the internet support for the maintenance program in their Firm Fixed-Price under the "Data" CLINs. Contractor shall have dedicated personnel to support maintenance scheduling, data entry to include common verbiage, accuracy of entries, completion entries, inventories and quality assurance checks.

Contractor is responsible to increase initial manning and administrative requirements to ensure the program is fully operational within 120 days of award. The Contractor will continue to perform required maintenance and repairs of all craft utilizing a local program until the commercial maintenance program is operational for the first 120 days.

The Government shall provide Diesel Engine Inspectors for those engines covered under the Navy's Diesel Inspection Program.

Contractor shall develop a phased maintenance plan/refurbishment cycle for boats that includes blasting, priming and painting vessel exterior and interior spaces, inspecting wiring and equipment and replacing as necessary. In between refurbishment cycles, the boats and equipment will have their hulls cleaned, visually inspected, spot preserved and equipment replaced as corrective maintenance if required. Plan will be developed annually with the COR.

C 12.8.4 Corrective Maintenance and Repairs. The Contractor shall accomplish all corrective maintenance and all repairs to ensure a high state of readiness of the craft, their systems and equipment, and other port services operations in accordance with the PWS.

C 12.8.4.1 Contractor will have the capability to perform corrective maintenance and repairs that includes such efforts as troubleshooting, disassembly, repair, replacement, assembly, startup, and adjustments. Typical examples of corrective maintenance are as follows: pump overhaul, injector replacement, gunwale repair, piping repair, valve overhaul or replacement, weld repairs, replacement of deteriorated metal, breaker or transformer replacement, electrical/electronic repairs, deck fitting repairs, stuffing tube replacement, leak correction, overhaul of engines and re-engine of vessels, air conditioning and refrigeration, hoses, cables, hydraulic systems, and etc.

C 12.8.4.2 Corrective maintenance and repairs shall be accomplished within 24 hours of identification unless approved by the COR and scheduled for a future date or availability in WheelHouse. The craft's material condition shall be maintained at full design operating level and ensure that further deterioration in the condition of equipment and systems does not occur. Contractor will be manned to respond immediately to corrective maintenance and repairs. There will be repair work that will be deferred to the next maintenance availability when parts can be obtained and sufficient vessel downtime can be established to affect repairs, and will be established with the COR.

C 12.9 Gauge Calibration. Calibration of gauges, micrometers, torque wrenches etc. shall either be provided by the Government utilizing the calibration facility at GTMO or shall be sent for calibration off-island. Off-island calibrations will be added to the contract through a negotiated modification.

C 12.10 Maintenance Personnel. The Contractor shall have sufficient personnel to perform all predictive, preventive, corrective maintenance and repairs. The Contractor's plan for managing predictive, preventive, corrective maintenance and repairs shall include the use of Contractor personnel to accomplish repairs considered being within their capability. The Contractor shall ensure the skill level of the personnel

performing the work is commensurate with the technical difficulty of the work and that the repairs are of a lasting, high quality nature meeting the U.S. industry and Governmental standards. The Contractor shall provide sufficient shore side maintenance personnel, who are not permanently assigned to operating vessels, to accomplish all the predictive, preventive corrective maintenance and repairs as scheduled. Contractor shall respond immediately to vessel and equipment repairs and continue with preventive maintenance.

C 12.11 Contractor is responsible for periodic inspection, repair and annual cleaning of permanently installed waterborne boom and tiderisers.

C 12.12 Contractor is responsible for maintaining the six (6) Oil Spill Response container express (CONEX) boxes, and the supplies and equipment located in the CONEX boxes at various locations. Locations of the CONEX boxes are listed in Technical Exhibit 3. The lockers will have an inventory placard located on the container. Oil Spill Response supplies will be purchased by the Contractor under the Reimbursable CLIN.

C12.13 Contractor shall perform the layup and/or maintenance actions required for disposal of excess watercraft that are under the custody of Port Operations. This work shall be performed on a not to interfere basis with the normal duties and will include minor maintenance, repair or preservation, removal of equipment, defueling and engine removal. The Contractor may be required to obtain special services for maintenance or repairs; and for testing and removal of hazardous materials. The additional work will be added to the contract through a negotiated modification in accordance with the Changes Clause.

C 13.0 SERVICE CRAFT, LCU AND MAINTENANCE AVAILABILITIES AND DOCKING REGULAR OVERHAULS (DROH)

C 13.1 Travel Lift Capability. The travel lift has the capability to remove all vessels from the water for docking with the exception of the YTBs. Contractor shall maintain and operate Travel lift in accordance with Section C 17.0.

C 13.2 Hull Cleanings. Vessels will be removed from the water and placed on blocks at least every 12 months for hull cleanings and visual inspections. Contractor will provide the schedule to the COR and include any corrective maintenance to be performed on each vessel during the hull cleaning. Any time a service craft is removed from the water the Contractor will dock the craft and provide a docking report to the COR in accordance with NSTM 997. The Contractor will develop a schedule for military divers at GTMO to perform waterborne hull cleanings and inspections on the YTBs. Schedule for military divers must be approved by appropriate Commander.

C 13.3 Maintenance Availabilities. The Contractor with the COR will schedule phased maintenance availabilities and take the vessels out of service for a short duration of 1-4 weeks subject to COR approval to complete corrective maintenance and approved alterations utilizing their industrial marine services. The phased maintenance availabilities are designed to perform all work that does not require a docking availability. An example of this work would be corrective maintenance that requires the craft to be out of service for 1-4 weeks, engine overhauls, bulwark repairs, deck repairs, generator work, preservation, piping replacements, A/C replacements, decking, vent ducting, electrical and above the waterline hull repairs. There may be some work that would or should be scheduled in conjunction with a scheduled docking availability and will be determined by the COR and the Regional Maintenance Manager. Contractor shall use the maintenance program to document all maintenance actions and shall flag required preventive, corrective maintenance and repairs for the next maintenance availability and order parts, materials to support it.

C 13.4 Docking Regular Overhauls (DROH). Docking Regular Overhauls are scheduled every six years for the YTBs and YFBs and every eight years for the YC. The LCU is classified as a boat and will require six year DROH cycles. The Contractor and the COR shall meet to discuss future docking availabilities on an annual basis at a minimum. For planning purposes, the following craft will be scheduled for DROH in the next five years: (FY18-YTB 824, YC1639), (FY19-YTB 831), (FY20- YFB93) and (FY21-YFB 92). The drydocking critical work is identified in Technical Exhibits 12-16. Docking Regular Overhauls will consist of docking critical work such as hull non-destructive testing, hull plating replacements, blasting, priming and painting, sea chest, waster sleeve, sea valves, seawater piping, tank inspections, propeller and shaft removals, rudder removals, cutlass bearing replacements, strut bearing replacements, tank cleaning and inspections, tank

and void preservation and all work that can only be performed while in dock. This will be an extended maintenance period of up to twelve weeks. The Contractor will document and flag DROH maintenance and repairs to the next DROH availability in the maintenance program. The Contractor shall oversee repairs with the Government representative, completing docking inspection reports, NDT reports and docking the service craft in accordance with NSTM 997. Contractor will be required to perform start-up maintenance, fueling operations, system alignments, testing and post DROH sea-trials.

C 13.4.1 YTB's. The Contractor will provide a firm fixed-price for the docking availabilities listed in Technical Exhibit 12 and 14. The YTB's cannot be drydocked on island and will have to be towed to a contractor facility stateside. Contractors pricing shall include preparation for towing in accordance with the Navy Towing Manual, towing and shipyard costs for labor and material. Contractor will also have to provide on-site technical oversight during the availability, defueling, refueling system alignments and sea-trials. Any growth work or new work will be addressed by Condition Found Report to the Contracting Officer via on-site Government representative for approval.

C 13.4.2 YFB's and YC. The Contractor will provide a firm fixed price for the docking availabilities listed in Technical Exhibit 13, 15 and16. The YFB's and YC can be drydocked on island with the travel lift. Contractor's pricing shall include all materials required for the availability and any additional labor and/or overtime the Contractor would require outside of their existing workforce and normal working hours to complete the availabilities within 12 weeks. Any growth work or new work will be addressed by Condition Found Report to the Contracting Officer via COR.

C 13.4.3 The Contractor and the COR will periodically review work items for the scheduled availability and develop the plan of action and milestones (POA&M). The COR will notify the Regional Maintenance Manager who will provide an independent ship check and detail of each item. The COR will submit the DROH work package to the Regional Maintenance Manager at least 150 days prior to the scheduled availability. Once the work package has been reviewed by the Regional Maintenance Manager the package will be sent back to the COR for the Contractor's corporate approval. Package is then sent to the Contracting Officer for execution approval. The DROH packages will be individually uploaded in the" WheelHouse" program for each vessel to become part of the permanent material history record.

C 14.0 INDUSTRIAL MARINE REPAIR SERVICES

C 14.1 The Contractor shall provide industrial marine repair services. These services are necessary for the Government equipment furnished listed in Technical Exhibit 1. If a repair part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in Section C 19.1.1.

C 14.2 Normal hours for marine repair services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C14.3The Contractor shall provide the following services utilizing Government equipment furnished, and in compliance with the JFMM, Volumes IV, V, VI, applicable Naval Ships Technical Manuals and Industry Standards:

C 14.3.1 Sandblasting, Hydro-Blasting and Painting. Contractor shall provide these services for corrosion and preservation control. Painting shall be accomplished by both manual application and spray process.

C 14.3.2 Carpentry/Fiberglass Repair. Contractor shall provide the ability to manufacture wood block build-ups for dry-docking various station craft and repair fiberglass hull/components. Contractor is responsible for building 809 carpentry shop.

C 14.3.3 Pipefitting, Ship fitting, Valve Repair and Welding. Contractor shall provide structural welding and cutting on ferrous and nonferrous materials with qualified personnel. Contractor shall repair and manufacture pipe and piping systems, ship fitting, and hull repairs including but not limited to the fabrication and repair of decks, hull penetrations, hull plating, associated structural members and watertight fittings on station craft as well as similar emergent repairs on visiting vessels. Valve repair to include replacing seats, lapping, seat contact blue checks, repacking, and hydrostatic testing for seat tightness. The following welding processes are available for Contractor use: ferrous and non-ferrous welding utilizing

shielded metal arc welding (SMAW), gas tungsten arc welding (GTAW), gas metal arc welding (GMAW) processes, oxygen-acetylene cutting and silver brazing. Brazing, SMAW and GMAW welding may be performed in shop and on site. GTAW welding may be performed in shop only. Further resources available to the Contractor include arc welders, TIG welders, a punching and shearing machine and a pipe bending and threading machine.

C 14.3.4 Engine/Machinery Repair. Contractor shall troubleshoot, repair and overhaul Detroit Diesel, Cummins engines and transmissions; as well as Honda and Yamaha outboard engines by personnel with documented experience and qualifications to perform troubleshooting, repair and overhauls of the various engine types. Contractor shall repair all types of marine equipment. Specific facilities and equipment exist to remove, rebuild, and install diesel and outboard engines and support systems.

C 14.3.5 Machine and Milling Repair. Contractor shall machine various machinery components utilizing lathes, mills, drill presses and other shop machinery.

C 14.3.6 Electrical Repair. Contractor shall provide marine electricians to perform diagnostics and repair to Marine Electrical Equipment and Systems and perform diagnostics and minor repairs to Electronic Equipment and Systems. Repairs shall be accomplished per American Boat Yacht Council (ABYC) standards and in accordance with the OEM requirements.

C 14.3.7 Flex Hose Repair. Contractor shall manufacture flex hoses with reusable threaded fittings and hydrostatically test, tag and maintain records for all hoses in accordance with the NSTM.

C 14.3.8 Steel Cable Manufacturing. Contractor shall have the capability to cut wire rope and install wedge fittings, replace cabling and pull test cables.

C 14.3.9 Non-Destructive Testing. Contractor shall be certified to perform Visual Test (VT), Dye Penetrate Test (PT) and Ultrasonic Test (UT), along with QA personnel to assess and document the testing.

C 14.3.10 Auxiliary System and Equipment Repair. Contractor shall diagnose and repair auxiliary marine systems including but not limited to air conditioning, refrigeration, hydraulic, sewage, compressed air, cooling water, and ventilation systems.

C 14.4 Contractor shall support the execution of the required diesel inspections on YTB 820, YTB 824 and YTB 831 in accordance with the Joint Fleet Maintenance Manual (JFMM) and OPNAVINST 9233.1. Each tug shall be inspected every 18-24 months, prior to overhaul, after overhaul and after casualty affecting the engine in accordance with above directives. In addition to the Diesel Inspections, the Contractor shall support the Board of Inspection and Survey (INSURV) material inspections accomplished every 3 years.

C 15.0 SEVERE WEATHER REQUIREMENTS

C 15.1 Severe Weather Preparations. The Contractor shall be responsible for the execution of the Severe Weather Plan as outlined herein and Technical Exhibit 8. The Contractor shall be responsible for all equipment identified under this contract. Variations to the Government's plan can be made to suit the local weather conditions with the approval of the COR.

C 15.2 Contractor shall provide a specific Severe Weather Response Plan. The plan shall detail how the Contractor will comply with Technical Exhibit 8. It shall include names and phone numbers along with the number of people required to perform the necessary tasks and detail how the Contractor shall ensure that the personnel will be available.

C 15.3 Typical major tasks that the Contractor should anticipate during severe weather conditions are listed below as a guide for planning purposes. Specific execution timeline will be provided by the COR.

C 15.3.1 Severe Weather Readiness (this is not an all-inclusive list):

15) Remove, secure and properly stow all non-essential loose gear in associated waterfront areas.

16) Relocate port services equipment, such as brows and ladders, to a secure storage area.

17) Moor vessels.

18) Provide boat operations support for post-storm assessments. Report extent of damage to pier facilities, sortied craft and assigned buildings.

C 16.0 TRANSPORTATION

C 16.1 Transportation Support. The Contractor shall provide vehicles to transport material, personnel, security watches, tow trailers/launch and recover boats as necessary to support contracted Port Operations services. All vehicles must be permanently marked with the Contractor's name. All costs associated with the operation and maintenance of the vehicles shall be the Contractor's responsibility.

C 17.0 WEIGHT HANDLING EQUIPMENT AND LIFTS

C 17.1 Material Handling Support: The Contractor shall supply, maintain, certify in accordance with NAVFAC P307 all material handling equipment including but not limited to forklifts, chainfalls, lifting slings and pallet jacks necessary for performance of this contract.

C17.2 The Contractor shall provide marine lift services utilizing the Government furnished 300-ton Marine Travel Lift. The Contractor is responsible for the maintenance and certification of the Marine Travel Lift in accordance with manufacturer's recommendation. The Contractor shall ensure all certification requirements are met in accordance with NAVFAC P307 for Class I Cranes. The Contractor shall have an operator certified in accordance NAVFAC P307 for Class I Cranes within 30 days of the start of the performance period.

C 17.3 The Contractor shall supply, maintain and certify, in accordance with OSHA requirements, a man-lift capable of reaching the top of the 300-ton Marine Travel Lift to perform required maintenance.

C 18.0 PROPERTY ADMINISTRATION

C 18.1 The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all Government property included in Technical Exhibits 3 and 5. Records for all Government property in Contractor custody are to be maintained in accordance with FAR 45. Physical inventories are to be performed on an annual basis and the results reported to the COR within 15 days after completion of the inventory.

C 18.2 Initial Turnover Inventory. The Government and Contractor shall jointly conduct an inventory of all Government-furnished Material/Equipment/Tools/Property that will be provided in support of this contract. The joint inventory of property will be completed approximately one week prior to the scheduled turnover to the Contractor.

C 18.3 Vessel Inspection. The Government and Contractor shall jointly inspect each vessel before turnover to the Contractor. The inspection results for each vessel will be individually uploaded into WheelHouse so as to become a record of material condition. All inspections may be videotaped for future reference.

C 18.4 Contract Completion Inventory & Vessel Inspection. Upon completion of the contract, a joint inspection and complete watercraft, equipment, tool and material inventory must be accomplished. The Contractor shall be responsible for the costs associated with the replacement/repair of missing/damaged watercraft, equipment and inventory in excess of normal wear and tear.

C 18.5 Vessel and Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In and inspection system for Government use of any Government-furnished equipment and/or boats. The system shall document the condition of the boat and equipment prior to and after use. The Contractor shall maintain an activity log available to the Government upon request. Replacement parts and repairs as a result of damage to the boat or equipment beyond normal wear and tear shall be invoiced under the Reimbursable CLIN.

C 18.6 Property Management. The Contractor shall report all GFP listed in Technical Exhibits 3 and 5 to the IUID Registry IAW DFARS 252.211-7007 and provide an updated Technical Exhibits 3 and 5 to the KO and COR within 5 working days after each update.

C 19.0 SUPPLY AND CONFIGURATION MANAGEMENT OF GOVERNMENT OWNED WATERCRAFT AND EQUIPMENT

C 19.1 Spare and Repair Parts. The Contractor shall maintain custody/security of Government provided spare and repair parts listed in Technical Exhibit 5, and shall be responsible for maintaining the spare and repair parts in a Ready-for-Issue (RFI) condition. The Contractor shall utilize WheelHouse to establish a barcode inventory system that will track on-hand inventory and establish high and low limits.

C 19.1.1 If a part is not available from the Government inventory, the Contractor may then purchase the part if the part is less than $500.00. If the part is in excess of $500.00 but does not exceed $3,000.00, the COR shall approve the purchase. The Contractor shall obtain COR approval by providing at least one quote. For purchases (single or multiple) totaling over $3,000.00, the Contractor shall obtain Contracting Officer approval by providing three quotes or sole source justification to the KO. When repairs to components and equipment are no longer cost effective as determined by the COR, the Contractor will purchase the new component or equipment. The Contractor shall invoice under the Reimbursable CLIN all purchases not part of the consumables addressed at Section C 19.2. The Contractor shall be responsible for the entire logistics process, including but not limited to identifying the repair part, ordering, tracking, storing, shipping, receiving and/or disposing, and issuing spares and repair parts and documenting materials used by vessel in the WheelHouse program. The Contractor shall maintain current levels of spare/repair part inventories and prices in the WheelHouse program. The price of parts required shall be tracked by the type of vessel in WheelHouse Program. The Contractor shall maintain and update the supply and configuration records to reflect all modifications, file documentation and actions in WheelHouse Program.

C 19.1.2 A contract modification shall be issued to obligate funds for all approved reimbursables required under this contract. The Contractor shall provide all required supporting documentation prior to obtaining required equipment and supplies in support of port operations, maintenance and repair requirements. For any purchase that exceeds $3,000.00, the Contractor shall obtain at least three quotes to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. The Contractor shall submit an Expenditure Report of all approved reimbursables monthly or as directed by the Contracting Officer. The Contractor shall work closely with the Contracting Officer and COR on tracking purchases to ensure that yearly funding constraints are not exceeded. The Contractor shall notify the KO and COR when the total expended for reimbursable items reaches 75 percent of the total funds available on the Reimbursable CLIN. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall invoice for reimbursables only after the Contracting Officer has issued a funding modification under the contract. The Contractor shall not exceed nor incur costs that exceed the funding amount stated on the Reimbursable CLIN at the time a reimbursable item is ordered.

C.19.1.3 Reimbursement shall be limited to the “Actual price” paid by the Contractor for such supplies and services, plus tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. “Actual price” does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor’s purchase or provision of such supplies and services. The Contracting Officer may reduce the reimbursement by any amount above that which the KO finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved IAW the “Disputes” clause (*FAR 52.233-1*) of the contract. It shall be the Contractor’s burden to demonstrate that the price it paid for reimbursable supplies or services were fair and reasonable.

C 19.1.4 The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Reimbursable CLIN. The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs

for reimbursable supplies or services in excess of the funded amount stated in the Reimbursable CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the applicable Reimbursable CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification will be followed up in writing within two working days. No notice, communication, or representation from any person other than the KO shall affect the Government's obligation to reimburse the Contractor. Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the Reimbursable CLIN unless they contain a statement expressly increasing the funded amount of the Reimbursable CLIN by a sufficient amount to cover the change order.

C 19.2 Consumable Supplies. The Contractor shall furnish all consumables required for the performance of this contract as part of their Firm Fixed-Price. A representative list of consumable supplies is outlined in Technical Exhibit 4. This list is not intended to be all-inclusive, but is provided to indicate a range and types of items that may be required for this contract.

C 19.3 Reliability/Maintainability Changes. Change requests to improve equipment reliability and maintainability (R&M) including parts interchangeability shall be submitted to the COR. No changes shall be made prior to COR approval of the request. The Contractor shall be responsible for modification documentation.

C 20.0 OVER AND ABOVE WORK (OAW)

C 20.1 Over and above work (OAW). The Government reserves the right to require the Contractor to perform over and above work that is within the general scope of the contract. If the Contractor identifies additional repairs that are over and above the general maintenance requirements stipulated in PWS or growth work, the Contractor shall recommend corrective action via a work request. The OAW will be added to the contract through a negotiated modification in accordance with the Changes Clause. Over and Above work requests are expressly identified as reimbursable services. The Contractor will be reimbursed for O&A services and associated supplies in accordance with the above Section C 19.1.3 of this PWS at the actual price paid by the Contractor, i.e., the price paid to the subcontractor of such services or supplies. The Contractor shall include O&A work on the Funds Expenditure Report.

C 20.2 The Contractor shall prepare and furnish an OAW Work Request in accordance with the procedures outlined in DFARS 252.217-7028 prior to performing the work. The Contractor shall provide OAWRs to the COR for concurrence who will forward to the KO for approval.

C 21.0 SAFETY AND QUALITY CONTROL REQUIREMENTS

C 21.1 Quality Management System. The Contractor shall provide and maintain a quality management system which includes a description of the Contractor's quality management process, quality assurance controls, inspections and testing, and shall be focused on preventing, controlling, and detecting defects. The procedures, documentation, and data that comprise the system shall be incorporated into a Quality Management System Plan detailing how the Contractor will monitor quality under this contract. Existing quality documents that meet the requirements of this contract may continue to be used. At a minimum, the plan shall include:

C 21.1.1 An inspection system covering all the services identified in this performance work statement. It must specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections will be accomplished.

C 21.1.2 Methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

C 21.1.3 On-site records of all inspections conducted by the Contractor and necessary corrective actions taken. These records must be made available to the Government upon request.

C 21.1.4 Address how the Contractor will meet the Acceptable Quality Levels (AQLs) in response to the Quality Assurance Support Plan (QASP).

C 21.2 Formal Inspections of Government-furnished Watercraft, Equipment and Facilities. At various times during the contract period, all watercraft, equipment and facilities may undergo Government conducted inspections. The Contractor shall participate in the inspections and shall to the maximum extent practicable maintain the watercraft/equipment in an operational condition during the inspections. The COR may order the correction of discrepancies. The Contractor shall provide status update to the COR and Contracting Officer relative to the correction of discrepancies found during the inspections. The Contractor shall be notified no less than three (3) days prior to conducting the inspection.

C 21.3 Safety Program. Watercraft and personnel safety are the top priority. The Contractor shall establish and maintain a safety program to promote occupational safety for all personnel. The safety program shall encompass appropriate procedures and practices as necessary to establish a safe and hazard-free working and living environment. The program shall address areas of typical shipboard and port operations evolutions and equipment operations, mission operations, maintenance, and housekeeping. The program shall also incorporate applicable DoD, base, Navy, and U.S. Coast Guard Regulations.

C 21.3.1 Safety Plan. The safety program and plan shall include, but not be limited to asbestos control, heat stress control, hearing and sight conservation, lead control, respiratory protection, electrical safety, gas free engineering, confined space operations, lock-out/tag out procedures, hazardous material control and management, mercury control, polychlorinated biphenyls, and man-made vitreous fibers. With respect to the operations, the safety plan shall address methods to identify, evaluate and control safety and occupational health hazards. The plan shall also include required sections for on-site health and a safety plan for oil spill response operations for FRT and other personnel engaged in spill response. Contractor's plan shall comply with OSHA standards and the plan shall be approved by the Government.

C 21.4 Hazardous Materials and Hazardous Wastes (HAZMAT). The watercraft, boats and equipment may contain and/or generate HAZMAT. The Contractor shall properly package, containerize, store, dispose and manage all HAZMAT with complete identification of all contents clearly labeled on the container in accordance with all Naval Station GTMO base regulations. All HAZMAT utilized in the performance of this contract requirement must be obtained through the Navy's HAZMAT center. The port facilities HAZMAT locker must be maintained in accordance with the Naval Station GTMO base regulations. The Contractor is responsible for any additional expenses/fines incurred as a result of any acts of noncompliance or negligence or violation of federal, state or local laws and regulations as a result of the Contractor's management of regulated waste or hazardous materials. Contractor shall ensure that a hazardous material minimization program is developed, implemented and the Material Safety Data Sheet (MSDS) reviewed for the follow-on contract. Contractor will be responsible for the HAZMAT lockers that will contain the Contractor purchased HAZMAT and the Government furnished HAZMAT for Contractor use. The Contractor shall participate in the Regional Hazardous Materials Minimization Program and Consolidated Hazardous Material Reutilization and Management (CHRIMP) program.

C 21.4.1 Regulated wastes (oily waste) shall be properly stored, packaged, containerized and disposed of in accordance with all applicable regulations.

C 22.0 PERSONNEL REQUIREMENTS

C 22.1 Personnel Requirements. The Contractor shall be responsible for safely manning the various craft identified by this contract while meeting all USCG requirements and not restricting operational and maintenance requirements identified herein. The Contractor shall have sufficient personnel to meet mission and maintenance requirements.

C 22.2 Mandatory Key Personnel. The mandatory Key Personnel are the Project Manager, Operations Manager, the Harbor Pilot, three (3) Tug and Ferry Craftmasters, and the Senior Maintenance Engineer. The Contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with its proposal. No substitutions of key personnel shall be made except in accordance with the NAVSUP 5252.237-9400. Substitution or Addition of Personnel Clause. Contractor's key personnel must be

citizens of the United States of America and must be able to obtain a Confidential Security Clearance and Common Access Card (CAC).

C 22.3 In the event the Government has any reason to be dissatisfied with the qualifications, conduct or performance of any person employed by the Contractor, the Contracting Officer will provide particulars to the Contractor who shall promptly investigate and take the appropriate corrective action, including but not limited to making a change in personnel. The Contractor shall provide the Contracting Officer with written information detailing the action taken and the basis for such action.

C 22.4 Substitutions of Key Personnel. The Contractor agrees to assign to this contract those positions identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions of key personnel shall be made except in accordance with NAVSUP 5252.237-9400.

C 22.5 Key Personnel Requirements/Qualifications:

C 22.5.1 Project Manager (PM). In addition to the requirements identified in Section C 4.5.1 of this Performance Work Statement, the Project Manager must have demonstrated excellent management, verbal and written communication skills. The Project Manager must be capable of interacting effectively with Government personnel. The Project Manager must be able to understand and respond to their concerns in a timely manner and be proactive, actively engaged in all aspects of operations. The Project Manager must have the equivalent of ten (10) years experience directly related to the requirements of this contract, or a Bachelor of Science Degree in Management, Marine Transportation or Engineering and the equivalent of five (5) years experience directly related to the requirements of this contract. The Project Manager is also responsible for ensuring that a qualified docking officer is assigned and on station during the docking of any vessels. The Project Manager position cannot be collateral duty with any other position. The PM shall be located on-site.

C 22.5.2 Ferry and Harbor Tug Craftmasters (3 required). The Craftmasters must either have: (1) prior Navy boat operating experience and have prior NEC 0161 qualifications or (2) a minimum of a USCG Master License on Near Coastal Waters for Motor vessels of 200 Gross Tons. In addition, to the NEC 0161 qualification and/or the USGC Masters License, all Craftmasters must have at least 5 years documented experience operating harbor tugs or point-to-point ferry operations. This includes experience operating under conditions requiring precise navigation, station keeping, close quarter maneuvering, anchoring, and specialized testing operations. The Craftmasters shall be an experienced marine radio operator, understand international and inland rules-of-the-road and proficiently operate radar and other navigational aids. The Craftmaster must also be familiar with administrative ship business and demonstrate overall charge of the vessel.

C 22.5.3 Harbor Pilot. The Harbor Pilot must have prior Navy boat handling experience and held a Navy Enlisted Classification (NEC) 0215 (harbor/docking pilot) with 10 years experience piloting Naval ships in and out of harbors and Naval bases and to and from docks and berths or hold a Coast Guard issued master license with a 1st Class pilot endorsement with 10 years' experience as stated above. Pilots shall have no incidents on their records. The Harbor Pilot will supervise Contractor personnel in docking, berthing, mooring and directs operations of all classes of vessels and barges. The Harbor Pilot shall also be a qualified Tug/Craftmaster.

C 22.5.4 Senior Maintenance Engineer (SME). The SME must have either: (1) a USCG Chief Engineer (Limited), Near Coastal license with experience in routine operation, preventive maintenance, corrective maintenance, and repairs of shipboard systems or (2) have 15 documented years of comparable experience with the maintenance and repair of shipboard systems, hull, mechanical and electrical with an emphasis on diesel engines. In addition to the requirements of Section C 12, the SME supervises/performs maintenance on all engineering, deck, fire-fighting and emergency equipment. The SME must be experienced in supervising and maintaining a preventive maintenance system (PMS), documentation of machinery history, generating maintenance actions due, completed, deferred and drafting reports for accomplishment rate and hours expended along with costs associated with each vessel or equipment. The SME must be familiar with diesel inspection requirements. This position cannot be collateral duty with any other position.

C 22.5.5 Operations Manager. The Operations Manager is the central dispatcher for the Contractor and will be required to respond to all radio requests from the Navy's Port Control Office. Primary duties are in accordance with contract requirements. The Operations Manager will be a qualified Craftmaster in accordance with C21.5.2 for the YTB's, YFB's, LCU, LCM, PB and all contract watercraft. The Operations Manager shall act as the FRT On-Scene Leader and HAZMAT team member. The Operations Manager must have demonstrated excellent management, verbal and written communication skills. Because of the requirement to frequently interface with the Navy on VHF radio, the operations manager must have excellent command of and diction in the English language. The Operations Manager must have the equivalent of five (5) years experience directly related to the requirements of this position or have a college degree in business with a concentration in operations and three (3) years of experience directly related to the requirements of this position.

C 22.6 General Personnel Requirements. The following requirements apply to all Contractor personnel performing work on this contract.

C 22.6.1 Boat Operators and crews (other than listed above in Key Personnel Requirements). Boat Operators shall complete the Shore Installation Management Basic Boat Coxswain Course (SIM BBC) for those assigned as Boat Coxswains, provided by the Government and complete the Navy Personal Qualification Standard (PQS), NAVEDTRA 43606 for the applicable positions. Tug crews will complete the PQS NAVEDTRA 43609 associated with their position. As a prerequisite to the PQS all Boat Operators and crews will be either Navy 2nd class swimmer qualified or attend USCG STCW-95. The operators must be experienced driving and maneuvering small boats. The Contractor shall provide all Boat Operator and crew qualifications to the COR.

C 22.6.2 All Contractor personnel assigned to Facilities Response Team (FRT) will be qualified for their positions in accordance with On Water Oil Spill Response, Containment, and Recovery PQS, NAVEDTRA 43195-D.

C 22.6.3 Contractor personnel assigned as Line Handlers will be qualified in accordance with Deck Seamanship Line Handler PQS, NAVEDTRA 43127-D.

C 22.6.4 Contractor personnel assigned as Sounding and Security shall be qualified in accordance with Shore Installation Management (SIM) Port Operations PQS, NAVEDTRA 43602, Sounding and Security along with any other base and/or Contractor specific guidance.

C 22.6.5 Uniforms. All Contractor employees shall wear a Contractor-furnished uniform. Contractor must provide uniforms suitable to the environmental conditions. The uniforms must be professional in appearance and be kept neat and clean. The uniforms must have company identification on front and back and the company's name will be visible on the front of outer clothing. The uniform design must be submitted to the COR for approval prior to use.

C 22 6.6 Contractor personnel shall maintain a clean, groomed and professional appearance.

C 22.6.7 Contractor personnel shall be able to clearly communicate in English.

C 22.6.8 Identification Badges. All Contractor employees shall have their Government furnished identification badges in their possession at all times.

C 22.6.9 Medical Requirements. The Contractor shall develop a drug-testing program in accordance with 46 CFR Part 16, Section 230. The Contractor shall provide trained, qualified, medically and psychologically fit personnel consistent with the craft mission and projected area of operation.

C 22.6.10 Workforce. Foreign nationals may be employed; however, due to the sensitive location of GTMO, foreign nationals may be excluded and denied entry approval.

C 22.6.11 Entry Approval. No employee or representative of the Contractor will be admitted to GTMO without prior entry approval. The background of Contractor personnel will be screened prior to entry to NS GTMO. The Contractor shall provide to the COR 30 days prior to the required arrival date of each employee at GTMO the following information: Full name, date and place of birth. See Technical Exhibit 9.

C 22.6.12 **Enterprise-wide Contractor Manpower Reporting Application (ECMRA)**

The Contractor shall report Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for U.S. Naval Base, Guantanamo Bay, Cuba via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

(1) W, Lease/Rental of Equipment;
(2) X, Lease/Rental of Facilities;
(3) Y, Construction of Structures and Facilities;
(4) S, Utilities ONLY;
(5) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

C 22.7 Personnel Contingency Plan. The Contractor shall develop a contingency plan adequate to ensure that there will be no interruption of operations or maintenance service due to labor disruption within the Contractor's own labor force. The contingency plan must address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, or other unplanned losses.

C 22.8 The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes and regulations in connection with the performance of work. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.

C 22.9 All substitute personnel replacing Contractor personnel assigned to this contract shall have qualifications that equal or exceed the minimum standards established in the contract.

C 22.10 Training. All training/certifications required must be kept current through the entire contract period.

C 22.10.1 The Government will provide HAZMAT, HAZWOPER, Basic Boat Coxswain, 2nd class swimmer and FRT training to Contractor employees that are on the FRT roster and /or operate boats in accordance with applicable regulations.

C 22.10.2 The Contractor shall provide all Contractor personnel serving as crew on a boat with basic fire fighting training applicable to the vessel being operated.

C 22.10.3 Training Plan. The Contractor shall provide a Training Plan demonstrating how the Contractor will accomplish both ashore and afloat training as set forth in this contract. The Contractor shall accomplish training in accordance with this plan. The training plan will include the subject being taught; location of the training site(s); and the company / institution, etc. that will be employed to perform this training. The training plan must also include a contingency plan to address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, etc. The Training plan will also contain a training status matrix covering all personnel with the qualifications and expiration date for each.

C 22.11 Required Drills. The Contractor's employees will complete the following drills as appropriate to their duties and the Contractor shall document completion of them in the vessel's logbook or in accordance with OPA 90 requirements.

Minimum Periodicity	Drill

11)	Quarterly	Man Overboard
12)	Quarterly	Shipboard Fire Drill While Underway
13)	Monthly	Oil/Fuel Spill Response (OPA 90)
14)	Monthly	Oil Spill Equipment Deployment (OPA 90)
15)	Semi-Annual	Building Fire Drill
19) Annual	HAZMAT Response Drill	
20) Annual	Oil Spill Management Table Top Drill	
21) Annual	Severe Weather Response Drill	

C 22.12 Continuation of Essential Contractor Services. This contract requires continuation of essential Contractor services per DFARS 252.237-7023. The Contractor shall participate in training events, exercises, and drills associated with the Government efforts to test the effectiveness of the continuity of operations and practices. The services listed in paragraphs C6-C20 are designated as essential services per DFARS 252.237-7023.

C 22.13 Training of military personnel. Contractor will provide training to select Port Operations military personnel to accomplish Tugmaster and Craftmaster Personal Qualification Standards. The COR will notify the Contractor for any personnel requesting training.

C 23.0 SECURITY

C 23.1.1 Security: Contractor Access to (Unclassified) Information Systems. Department of Navy (DON) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology.

C 23.1.2 DON policy prohibits assignment of non-U.S. citizens to IT-I and IT-II designated positions. IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.

C 23.1.3 The Contractor shall ensure all personnel whose work involves IT-I and IT-II positions, access to sensitive unclassified information, navigation aids programs, Privacy Act Information, or Personally Identifiable Information receive a favorably adjudicated National Agency Check with Local Checks (NACLC). Employees may begin work once notification is received from the Naval Station GTMO Security Manager that minimum requirements have been met.

C 23.1.4 The Contractor shall process all clearances of Confidential and higher and ensure employees which require these clearances have been awarded and maintain appropriate clearances for the duration of their employment.

C 23.1.5 The Contractor shall use the visitor certification program in Joint Personnel Adjudication System (JPAS) or Visit Authorization Request (VAR) to provide Contractor personnel (who possess a current NACLC or superior clearance) investigative information documentation to Naval Station GTMO Security Manager and COR.

C 23.1.6 The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year.

C 23.1.7 The Contractor shall ensure personnel that require Common Access Cards (CAC) shall report in person within 3 working days of reporting onboard to the NSGTMO Trusted Agent Sponsorship System (TASS) for processing CAC request. The COR will provide contact information for the current TASS Trusted Agent (TA).

C 23.1.7.1 The Contractor shall ensure personnel provide the TASS TA signed documentation from the contract security manager on company letterhead, page three (3) of System Authorization Access Request Navy (SAAR-N), or VAR identifying the level and expiration date of clearance the contract employee possesses and two forms of valid photo identification.

C 23.1.8 he Contractor shall ensure individuals accessing Navy Information Technology resources completes an OPNAV Form 5239/14, System Authorization Access Request Navy (SAAR-N).

C 23.1.8.1 The Contractor shall forward the SAAR-N to NSGTMO Information Technology (IT) department within 3 working days of arrival at Guantanamo Bay.

C 23.1.9 The Contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required, to ensure uninterrupted access to required IT systems.

C 23.1.10 The Contractor will fully comply with requirements of Synchronized Pre-deployment and Operational Tracker (SPOT) program as coordinated with the KO.

C 23.2. Physical Security

C23.2.1 The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, all Government facilities, equipment and materials shall be secured.

C23.2.2 The Contractor shall establish and implement methods to ensure all keys issued to the Contractor by the Government are accounted for and not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government and immediately report to the COR any occurrences of lost or duplicated keys.

C23.2.3 The Contractor shall be required, upon written direction from the COR, to re-key or replace the affected lock or locks without cost to the Government. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced at the Contractor’s expense.

C23.2.4 The Contractor shall prohibit the use of keys issued by the Government by any persons other than the Contractor's employees.

C23.2.5 The Contractor shall limit access to Government provided lock combinations to preclude unauthorized entry.

C23.3 Operational Security

C23.3.1. No Contractor employee shall disclose or cause to be disseminated any information concerning the operations of the activity which would result in, or increase the likelihood of the possibility of a breach of the activity’s security or interrupt the continuity of its operations.

C23.3.1.1. The Contractor shall emphasize to all employees that disclosure of information relating to the services hereunder to unauthorized personnel or failure to safeguard classified information shall subject the Contractor, their agents or personnel to criminal liability under Title 18, Sections 79 and 798 of the United States Code.

C23.3.2. The Contractor shall direct all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information, to the Public Affairs Officer.

C23.3.3. Deviations from, or violations of, any of the provisions of this section shall, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or Contractor personnel involved will experience withdrawal of the Government's acceptance and approval of employment.

C23.3.4. The Contractor shall ensure personnel adhere to all base regulations and shall act swiftly to correct any personnel problems. Failure to comply with subject regulations may result in termination of employment and subsequent removal from the base.

C23.3.4.1. The Contractor shall be required to remove any employee who has been determined by the Government to be objectionable for reasons including discipline, incompetence, and carelessness. Any crime committed within the Naval Base reservation may subject the perpetrator to Federal prosecution.

C23.3.5. The Contractor shall ensure all personnel obtain required badges, vehicle passes and licenses and ensure the return of licenses, passes and badges to the COR upon completion of this contract or upon termination of personnel.

C23.3.5.1. The Contractor shall, at a minimum of 30 days prior to the start of the contract, submit to the COR an estimate of the number of personnel expected to be utilized at any one time on the contract.

C23.3.5.2. The Government shall issue necessary badges without charge.

C23.3.6. The Contractor shall ensure only personnel with a need access facilities or any Contractor occupied space.

C23.3.6.1. The Contractor shall ensure that all Contractor personnel have vacated the Contractor work areas at the end of the work day (unless otherwise approved by the COR).

C23.3.6.2. The Contractor shall ensure no pets are kept in or around Contractor occupied spaces.

C23.4 Base Entry Clearance Procedures

C23.4.1. The Contractor shall ensure all persons entering NSGTMO; obtain area entry clearance approval from the Base Commander and in accordance with the Foreign Clearance Guide at https://www.fcg.pentagon.mil/fcg.cfm. Contractor's requests for entry can be initiated by contacting the Naval Station Security Manager at (011) 5399-4505. All requests shall be initiated NO LATER THAN 60 DAYS PRIOR TO REQUIRED ENTRY.

C23.4.2. The Contractor shall be permitted to have personal visitors in accordance with current Base regulations.

C23.5 5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

Homeland Security Presidential Directive (HSPD)-12, requires Government agencies to develop and implement Federal security standards for Federal employees and Contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY
This clause applies to Contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to Contractor employees who access Privacy Act

and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each Contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES
Per HSPD-12 and implementing guidance, all Contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS
In accordance with SECNAV M-5510.30, Contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All Contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the Contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a Government IT system/network is inherently Governmental. The Contractor supervisor is not authorized to sign the SAAR-N; therefore, the Government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the Contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS
The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable

determination is not made, the Contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the Contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS
The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the Contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and Subcontractor employees. The Contractor shall insert this clause in all subcontracts when the Subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to Government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE
The Contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the Contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes Contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to Contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each Contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each Contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the

required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The Contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the Contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the Contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the Contractor employee already possesses a current favorably adjudicated investigation, the Contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the Contractor's Security Representative. Although the Contractor will take JPAS "Owning" role over the Contractor employee, the Navy Command will take JPAS "Servicing" role over the Contractor employee during the hiring process and for the duration of assignment under that contract. The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The Contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

C 24.0 HOUSING, BASE SUPPORT AND TRANSPORTATION

C 24.1 Technical Exhibit 10 provides a listing and description of available housing, base support, services and transportation that are available to a Contractor performing work at GTMO.

C 25.0 CONTRACT DATA, PLANS AND REPORTS REQUIREMENTS

C 25.1 The Contractor shall prepare and submit the contract data reports and plans listed below. All contract data requirements shall be submitted to the Contracting Officer for review, comment and approval. The Contractor shall revise contract data requirements as necessary to incorporate Contracting Officer's comments and concerns. Revisions must be resubmitted within 14 days of receipt of Government comments.

C 25.1.1 Property Control System. The Contractor shall establish and maintain an accurate property system to control, protect, preserve, and maintain all Government property furnished as described in Section C 18. Records for all Government property furnished shall be maintained in accordance with FAR 45.6. The Property Control system shall be submitted to the Contracting Officer for approval no later than 30 days after contract award.

C 25.1.2 Quality Management System Plan. The Contractor shall provide a Quality Management System Plan as described in Section C 21.1 and will update it as changes occur. The Quality Management System Plan system shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.3 Safety Plan. The Contractor shall provide a Safety Plan as described in Section C 21.3 and shall be update it as changes occur. The Safety Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.4 Severe Weather Response Plan. The Contractor shall provide a specific Severe Weather Response Plan as described in Section C 15.0 and identifying the personnel assigned to each task and any modifications. The Severe Weather Response Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.5 Transition Plan. The Contractor shall develop a transition plan that will incorporate turnover of Government-furnished facilities, equipment and watercraft with the hiring and training schedule of Contractor personnel to support the transition as described in Section C 5.0. This plan shall demonstrate how the Contractor will accomplish both ashore and afloat training as described in Section C 5.1 and C 18.10.4. Failure of the Contractor and Contracting Officer or Contracting Officer Representative to reach a mutually agreeable transition plan shall not relieve the Contractor of its obligation to meet the performance schedule to the reasonable satisfaction of the Contracting Officer.

C 25.1.6 Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In System or procedure for Government use of various craft and equipment as stated in Section C 12.5. The Equipment Check Out/In System shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.7 Maintenance Plans. The Contractor shall develop a maintenance plans for the vessels and equipment as described in Section C 12.0 and C 13.0. The maintenance plans shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award. Contractor shall provide full implementation of the commercial maintenance program within 120 days of contract award.

C 25.1.8 Personnel Contingency Plan. The Contractor shall develop and submit a personnel contingency plan in accordance with C 22.7. The Personnel Contingency Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.9 Drug Testing Plan. The Contractor shall develop and submit a plan for random drug testing as described in C 22.6.9. Updated schedule and results shall be submitted as requested. The Drug Testing Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 25.1.10 Docking Regular Overhaul (DROH) Weekly Status Report. The Contractor shall submit a DROH Report for service craft, LCU in availability to the COR and Contracting Officer. The report shall include detailed progress/status of work performed, parts status and items of concern. This report shall be completed with the Government representative overseeing the availability.

C 25.1.11 Maintenance Availability Weekly Status Report. The Contractor shall submit a Maintenance Availability Status Report for service craft, LCU or LCM in a phased maintenance availability to the COR and contracting officer. The report shall include detailed progress status of work performed, parts status and items of concern.

C 25.1.12 Accident Report. In all instances in which any vessel or equipment under this contract sustains damage or is involved in any incident resulting in damage to vessels, property, piece of equipment, or in bodily injury or death, the Contractor shall secure a report from the vessel master/operator or equipment operator or Officer acting as pilot, or from any licensed pilot aboard the vessel being handled. Contractor shall submit said report to the Contracting Officer and COR within twenty-four hours following said incident, reporting the facts, listing deaths, reporting the extent of damages or bodily injuries, and listing recommendations to prevent recurrence. Contractor shall complete drug and alcohol testing of all personnel in accordance with 46 CFR. Accidents on vessels shall be issues under Admiralty Law.

C 25.1.13 Oil and Hazardous Substance (OHS) Spill Report. All OHS spill incidents including on land or in water shall be immediately reported in accordance with NAVSTAGTMO instructions and requirements. Immediate notification shall be made according to Spill Prevention and Contingency Response Plan (SPCR) and NAVSTAGTMOINST 5090.7.

C 25.1.14 Watercraft and Equipment Non-Availability Notice. The Contractor shall advise the COR and Contracting Officer immediately when any watercraft and/or equipment failure or damage occurs. When directed by the COR, the Contractor shall prepare or assist in preparing notice of such watercraft and equipment failures in a format as prescribed by the Government. The Contractor shall provide an estimated time of repair and estimated cost of repair within 12 hours of providing a non-availability notice.

C 25.1.15 List of Required Periodic Reports. The Contractor will complete and submit the following reports to the COR and Contracting Officer. The Contractor will provide all testing, analysis, evaluation and labor necessary to produce these reports. All reports shall clearly breakdown all information by program and craft.

Periodicity	Report
Daily	Logbooks (available for review by the COR)
Weekly	FO/LO/Water Report
Monthly	Operational Summary based on Logbooks, include engine hours Training Reports Maintenance Report
Annual	Gauge Calibration Government Property Inventory Inventory of Hazardous Materials Annual Maintenance Summary Report
As Required	Weekly DROH Report and/or Maintenance Availability Report Accident Report OHS Spill Report Oil Spill Cost Accounting Report Maintenance data reports from WheelHouse

C 26.0 REFERENCED GOVERNMENT PUBLICATIONS

C 26.1 Publications applicable to services under this contract are listed herein. These publications (the latest edition) are mandatory to the extent that a specific procedure or requirement is specified in the Performance

Work Statement. The Government shall provide publications and forms listed at the start of the contract. Supplements or amendments to listed publications may be issued during the life of the contract. Changes to Navy or DOD publications which impact on the Contractor's costs may be considered under FAR 52.243-1 Alternate II (Fixed Price) "Changes". Changes to other Government or regulatory publications referenced in this document shall not be the subject of a claim under either of the aforementioned clauses. It is the Contractor's responsibility to ensure that all mandatory publications are posted and up to date. Upon completion of the contract, the Contractor shall return to the Government all issued publications, updated to the latest revision.

C 27.0 DEFINITIONS AND ACRONYMS

AB – Able Seaman

ABYC – American Boat and Yacht Council

ADP – Automated Data Processing

APL – Allowance Parts List

AQL – Acceptable Quality LevelBBC – Basic Boat Coxswain

CAC – Common Access Card

CBA – Contractor Berthing Agreement

CBF – Contractor Berthing Facilities

CBQ – Combined Bachelor Quarters

CDR – Contractor Discrepancy Report

CERCLA – Comprehensive, Environmental Response, Compensation and Liability Act

CFR – Code of Federal Regulations

CHRIMP – Consolidated Hazardous Material Reutilization and Inventory Management Program

CLIN – Contract Line Item Number

CPR – Cardio-pulmonary Resuscitation

COMSC – Commander, Military Sealift Command

CONEX – Container Express

COR – Contracting Officer's Representative

CONTRACTING OFFICER (KO) – Representative of the Government authorized to execute contracts.

CORRECTIVE MAINTENANCE – Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment, machine or system can be restored to its normal operable state. Unscheduled work on structures, equipment, systems, subsystems, and components required to correct operating deficiencies and to preclude a breakdown by servicing, adjusting, and replacing parts and expendable items as found necessary as a result of preventive maintenance, operational observation, or routine inspections.

COSAL – Coordinated Shipboard Allowance List

DAY – Unless specifically identified in the context of its use, "day" will herein refer to a calendar day.

DEI – Diesel Inspector

DFARS – Department of Defense Federal Acquisition Regulation Supplement.

DFM – Diesel Fuel Marine

DOD – Department of Defense

DROH – Docking Regular Overhaul

DV – Dive Vessel

EMERGENCY REPAIRS – Unexpected and unscheduled repairs required to maintain the integrity of the boat's hull, machinery and systems; to insure the safety of the crew; and to provide for the effective performance of the boat's mission.

EPA – Environmental Protection Agency

EQUIPMENT – Refers to any functional unit of hull, mechanical, electrical, ordnance, or electronic type material which is operated singly or as a component of a system or subsystem and which is identified by a Component Identification Number (CID), Numerical Control Number (NCC), Allowance Parts List (APL), or similar designation.

FAR – Federal Acquisition Regulation

FB – Fast Boat

FGS – Final Governing Standards

FMR – Fair Market Rental

FRP – Facility Response Plan

FRT – Facility Response Team

FO – Fuel Oil

G&A – General and Administrative

GFE – Government-Furnished Equipment

GMAW – Gas Metal Arc Welding

GTAW – Gas Tungsten Arc Welding

GTMO – U.S. Naval Base, Guantanamo Bay, Cuba

HAZMAT – Hazardous Material

HAZWOPER – Hazardous Material Operator

HP – Harbor Patrol

ICP – Integrated Contingency Plan

ISP – Internet Service Provider

INVENTORY – Refers to the quantity of stocks on hand for which records are maintained or to the function whereby the material on hand is physically inspected and counted, and the stock records reconciled accordingly.

INSURV – Inspection and Survey

ISL – Integrated Stock List

JFMM – Joint Fleet Maintenance Manual

LCU – Landing Craft, Utility

LCM – Landing Craft, Mechanized

LO – Lube Oil

MOGAS – Mobility Gasoline

MSC – Military Sealift Command

MT – Magnetic Particle Test

NAVEDTRA – Naval Education and Training

NAVFAC – Naval Facilities

NDT- Non Destructive Testing

NEC – Navy Enlisted Classification

NESHAP – National Emissions Standards for Hazardous air Pollutants

NTE– Not to Exceed

NSTM – Naval Ships Technical Manual

NVIC – Navigation and Vessel Inspection Circular

OEBGD – Overseas Environmental Baseline Guidance Document

OEM – Original Equipment Manufacture

OHS – Oil and Hazardous Substance

OPA 90 – Oil Pollution Act of 1990

OPCON – Operational Control pertains to the authority to set schedules, destinations and dictate operational parameters and issue taskings in support of mission objectives.

OPNAVINST – Office of the Chief of Naval Operations Instruction

OSHA – Occupational Safety and Health Administration

OSR – Oil Spill Response

POL – Petroleum, Oil or Lubricants

PREVENTIVE MAINTENANCE – Systematic inspection, detection, correction, and prevention of incipient failures, before they become actual or major failures. Scheduled work on structures, items of equipment, systems, subsystems and components required to provide continuing operation, to preclude unnecessary breakdowns, and to prolong the life of equipment by operating, inspecting, servicing, topping up, adjusting, cleaning, coating or replacing of items.

PM – Project Manager

PMS – Planned Maintenance System

POA&M - Plan of Action and Milestones

PSB – Port Services Boat

PQS – Personal Qualification Standard

PT – Penetrant Test

PWC – Public Works Center

QASP – Quality Assurance Surveillance Plan

RCRA – Resource Conservation and Recovery Act

REPAIR PARTS – Refers to any item including modules and consumable type materials, which has an equipment application and appears in an APL, Stock Number Sequence List (SNSL), Integrated Stock List (ISL), Naval Ship Systems Command Drawings, or a manufacturer's handbook. Section A of Part III of the Coordinated Shipboard Allowance List (COSAL) (stock number sequence list or storeroom items) lists repair parts and equipment related consumables normally stocked by the supply department. Any item in Section A is considered, by definition, a repair part.

RFI – Ready for Issue

R&M – Reliability and Maintainability

ROS – Reduced Operating Status

SDS – Safety Data Sheet

SHIP MOVEMENT - refer to ships arrivals and departures. An arrival is defined as a vessel mooring at a CNIC owned installation (This is a single ship movement). A Departure is defined as a vessel getting underway at a CNIC owned installation (This is a single ship movement).

SIM – Shore Installation Management

SMAW – Shielded Metal Arc Welding

SME – Senior Maintenance Engineer

SNSL – Stock Number Sequence List

TIG – Tungsten Inert Gas

USC – United States Code

USCG – United States Coast Guard

USNB – United States Naval Base

UT- Ultrasonic Test

VHF – Very High Frequency

VT – Visual Test

XT – X-ray Testing

YC – Yard Craft

YFB – Yard Ferry Boat

YTB – Yard Tug Boat

C 28.0 TECHNICAL EXHIBITS

Technical Exhibit 1	Craft and Boats FY14 Pictures
Technical Exhibit 2	Aerial View of Port Ops Buildings
Technical Exhibit 2A	List and Maps Government Provided Facilities
Technical Exhibit 3	Government Furnished Equipment List
Technical Exhibit 4	Consumables Supplies Listing
Technical Exhibit 5	GTMO Material Inventory 2015
Technical Exhibit 6	NAVSTAGTMOINST 4400.2D
Technical Exhibit 7	Ferry/UB Schedule
Technical Exhibit 8	Destructive Weather Plan
Technical Exhibit 9	Special Conditions for GTMO Projects
Technical Exhibit 10	Base Housing, Base Support and Transportation
Technical Exhibit 11	Staffing Plan with Key Personnel
Technical Exhibit 12	DROH for YTB824
Technical Exhibit 13	DROH for YC1639
Technical Exhibit 14	DROH for YTB831
Technical Exhibit 15	DROH for YFB93
Technical Exhibit 16	DROH for YFB92

QUALITY ASSURANCE SURVEILLANCE PLAN / PERFORMANCE REQUIREMENTS SUMMARY (PRS) MATRIX

The Contractor shall coordinate with the Contracting Officer's Representative (COR) to ensure the objective of the Quality Assurance Surveillance Plan (QASP) is met. The objective of the QASP is to serve as the principal basis for assessing overall performance quality associated with GTMO Port Operations and Maintenance. This document will be used by the Government to assess the effectiveness of the Contractor's management and logistics support. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the PWS.

Government Surveillance
The COR will function as the Technical Representative for this contract, and her/his authority will be limited to administering specific technical aspects of the contract. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this contract. The designated individual will:

Maintain a detailed knowledge of the technical requirements of the contract;

Document Contractor performance in accordance with the QASP;

Identify and immediately forward notifications of deficient or non-compliant performance to the Contracting Officer;

Approve priorities of support, resources, and associated schedules.

Surveillance Methods
Surveillance of Contractor performance is the method used by the Government to determine whether the Contractor is effectively and efficiently complying with all terms and conditions of the contract. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating Contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP.

Demonstration. A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment.

Inspection. A qualification method that is carried out by visual examination of equipment, vessels, reports or operational logs.

Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

Note: The primary method of documentation to determine if the Contractor is effectively and efficiently complying with all terms and conditions will be through the use of Contract Deficiency Reports (CDRs)

In addition to providing quarterly reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file shall contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

Performance Ratings: The Government will evaluate the Contractor's performance in accordance with the Performance Work Statement and the Contracting Officer Representative will assign one of the following standard and ratings:

Table 1 - Overall Performance Ratings (Using PPIRS / CPARS Ratings)

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government's benefit.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit.
Satisfactory	Performance meets contractual requirements.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet implemented satisfactory corrective actions.
Unsatisfactory	Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective.

Performance Requirements
The performance requirements set forth in this section correspond to the PWS paragraphs delineated in the table. The Performance Requirements Survey (PRS) table below provides standards for performance for specific requirements:

Objective 1: Ship movement support. The Contractor will be evaluated on the quality of the Harbor Tug and Pusher Boat Services for The US Navy. This includes providing a qualified crew to support ship movements within 30 minutes of notification by GITMO Port Ops. Additionally, the Contractor will be evaluated on the timeliness to provide pusher boat services within 30 minutes of advanced notice.

Objective 2: Ferry Services: The Contractor will be evaluated on their ability to provide timely ferry services for twenty hours per day, for 365 days or 366 days (leap year) per the prescribe schedule. Additionally, the Contractor will be evaluated on the safety of ferry services and their ability to transport equipment and supplies without accidents or incidents.

Objective 3: Facility Response Team Support: The Contractor will be evaluated on their response times in response to waterborne spills. Additionally, the Contractor will be evaluated on the quality of their training program to ensure personnel and equipment is in compliance with the Facility Response Plan (FRP).

Objective 4: Harbor Security Boat: The Contractor will be evaluated on the quality of their maintenance on security boats, trailers, transports and spare engines.

Objective 5: General Equipment Standards: The Contractor will be evaluated on the appearance of assigned watercraft, including hulls, weather decks, engineering spaces, and mooring lines to ensure they assigned crafts and equipment are maintained in a clean and neat sanitary condition.

Objective 6: Maintenance of Government Furnished Boats and Waterfront Equipment: The Contractor will be evaluated on their ability to perform preventive and corrective maintenance in compliance with the JFMM manufactures repair manual and the Contractor maintenance plan in the WheelHouse maintenance program.

Objective 7: Service Craft, LCU, LCM Maintenance Availabilities and Docking Regular Overhaul: The Contractor will be evaluated on their ability to provide JFMM maintenance support for the Service Craft, LCUs, and LCMs. The Contractor will also be evaluated on their repair work technical documentation input to the maintenance program for each specific craft and the planning of maintenance availabilities.

Objective 8: Marine Repair Services: The Contractor will be evaluated on their ability to provide comprehensive industrial marine repair services IAW PWS section 14.0

Objective 9: Berth Day and Harbor Security Support: The Contractor will be evaluated on the quality of their maintenance on dive boats and the Captain's Gig, Harbor Services Boat, Harbor Security Boats and their associated trailers, and spare engines.

Objective 10: Property Administration Services: The Contractor will be evaluated on the administration of the Government property in Contractor custody and the Contractor's ability to track and maintain Government property.

Objective 11: Supply Support: The Contractor will be evaluated on the custody and security of Government furnished spare and repair parts, and consumable supplies.

Objective 12: Safety and Quality Control: The Contractor will be evaluated on the effectiveness of their Quality Management System Plan, Safety Plan, and HAZMAT procedures.

Objective 13: Management Plans and Reports: The Contractor will be evaluated on the quality of their management support through the monthly progress reports, deliverables, and the updates on the electronic databases. Additionally, the Contractor will be evaluated on their ability to preclude, or resolve issues, and effectiveness of their use of resources to meet planning goals and schedules.

Contract Deficiency Reports (CDRs): The COR shall provide a written report when it is determined that the Contractor has failed to meet the Acceptable Quality Levels (AQLs) of the QASP as part of the COR's monthly report. The Contractor is required to provide a written response to all CDRs within seven days of receipt. Failure to meet the AQLs on one of more PRS work areas for two (2) or more consecutive months will result in negative inputs to the Contractor Performance Assessment Reporting System (CPARS).

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Harbor Tugs and Pusher Boat Services (C6.0)	Provide Harbor Tugs and Pusher Boats services to support ships movements at GTMO.	Contractor provides a tug and crew within 30 minutes of notification by GTMO Port Ops and provides pusher boat services within 30 minutes of advanced notice	Contractor has completed 95% of tug and pusher boats assignments within the prescribed timeframe.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Ferry Services (C7.0)	Provide Ferry Services for transportation of personnel and supplies on a continuous basis.	Contractor is staffed and provides ferry services 365 or 366 days per year, per the prescribed schedule, without accidents or incidents that impact the loss of life or property.	Contractor provides qualified staff to meet the ferry operational schedule with a 95% on time compliance rate, with no operator errors causing accidents or incidents.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)
Facility Response Team Support (C8.0)	Provide assistance for a waterborne spill on a continuous basis.	Qualified staff responds to an emergency within 5 minute from 0700-1700 and 30 minutes form 1701-0659.	No more than one incident per quarter in which qualified staff fails to responds to an emergency within the prescribed timeframe.	Inspection Analysis and CDRs
Dockmaster Assistance (C 6.0)	Provide line handler, brow and brow service support.	The Contractor will be evaluated on the timeliness and quality of their line handler, brow and brow service support.	Contractor has line handlers and brow services on station no less than 15 minutes prior to ships movement. No delays in shipboard movements caused by Contractor delays.	Inspection Analysis and Contract CDRs

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Maintenance of Boats, Equipment, Service Crafts and Industrial Marine Repair Services (C12, C14)	Provide maintenance services to ensure operability of prescribed boats and equipment are maintained IAW with the tech manual specification, maintenance requirement cards, or good engineering practices. Maintenance procedures will be uploaded into the WheelHouse maintenance program.	Corrective and preventive maintenance completed IAW JFMM, the Maintenance Procedures or the Technical Manual specifications, and documented in the WheelHouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.
Security Boat, Dive Boat, Gig and Harbor Services Boat Maintenance (C9.0)	Provide maintenance and repairs for the security boats, Gig, and Harbor Services Boat. All maintenance procedures are uploaded into the WheelHouse maintenance program.	Corrective and preventive maintenance IAW JFMM. Documented in the WheelHouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
General Equipment Maintenance (C11.0)	Provide general cleaning, preservation, and upkeep to assigned watercrafts (hulls and weather decks, engineering spaces), brows and brow stands, trucks, conex boxes, boom reel, and shore power cables	Corrective and preventive maintenance IAW OEM specifications, Navy and GTMO Base regulations and the JFMM. All maintenance and repairs are documented in the WheelHouse maintenance program.	Contractor maintains a high standard of cleanliness on assigned watercraft and marine equipment with no more than (1) instance per quarter of rework required due to failure to follow proper cleanness procedures.	Inspection Analysis and CDRs.
YTB, YFB, LCU, and YC Maintenance Support (C13.0)	Provide engineering and planning support for maintenance availabilities.	Documents repair work, update maintenance program with planned availabilities for corrective maintenance/ and industrial repair work. Effectively coordinates and liaison with COR in the planning and execution of maintenance and DROH availabilities.	Contractor documents discrepancies and repair work update the maintenance program and prepares for upcoming availabilities, within 150 days of DROH availabilities and continuously for scheduled availabilities. No major re-work of the documented discrepancies and repair work as written in the maintenance program.	Inspection Analysis and CDRs

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Property Administration Services (C18.0)	Provide property administrative support services.	Maintain accountability of Government property furnished.	Contractor property logs and accountability indicate 100% management of Government property furnished.	Inspection Analysis and CDRs
Supply support (C19.0)	Provide supply support for the custody and accountability of spare parts, repair parts, and consumables	Maintain accountability of spare parts and repair parts, and consumables.	Contractor supply logs and physical inventory indicate the Contractor has adequate measures in place to prevent loss of Government provided repair parts and consumables.	Inspection Analysis and CDRs.
Safety and Quality Control (C21.0)	Contractor shall provide a safety, hazardous and quality control system.	The Contractor's quality management system, safety program, and HAZMAT procedures have been implemented for the entire contract.	The quality management systems had been demonstrated to be effective when no more than (2) reports require re-write for any given quarter. The safety and HAZMAT plan shall be reviewed and approved by the Government. Full compliance with DoD, base, Navy, and U.S. Coast Guard Regulations is mandatory with no deviations allowed.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Management Plans and Reports (C25.0)	Provide monthly, quarterly, and/or annually reports as needed.	Program support has been documented in the monthly deliverables to indicate the status of the current cost, schedule and performance of this contract.	Contractor provides all required deliverables within 5 business days from the end of the month with 95% of the reports being on-time and requiring no re-work.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
000301	Destination	Government	Destination	Government
000302	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
000401	Destination	Government	Destination	Government
000402	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
100301	Destination	Government	Destination	Government
100302	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
100401	Destination	Government	Destination	Government
100402	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government
1013	Destination	Government	Destination	Government
1014	Destination	Government	Destination	Government
1015	Destination	Government	Destination	Government
1016	Destination	Government	Destination	Government
1017	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government

200301	Destination	Government	Destination	Government
200302	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
200401	Destination	Government	Destination	Government
200402	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
2012	Destination	Government	Destination	Government
2013	Destination	Government	Destination	Government
2014	Destination	Government	Destination	Government
2015	Destination	Government	Destination	Government
2016	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
300301	Destination	Government	Destination	Government
300302	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
300401	Destination	Government	Destination	Government
300402	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
3012	Destination	Government	Destination	Government
3013	Destination	Government	Destination	Government
3014	Destination	Government	Destination	Government
3015	Destination	Government	Destination	Government
3016	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
400301	Destination	Government	Destination	Government
400302	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
400401	Destination	Government	Destination	Government
400402	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government

4014	Destination	Government	Destination	Government
4015	Destination	Government	Destination	Government
4016	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2016 TO 30-SEP-2017	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
0002	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0003	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
000301	N/A	N/A	N/A	N/A
000302	N/A	N/A	N/A	N/A
0004	POP 01-DEC-2016 TO 30-SEP-2017	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
000401	N/A	N/A	N/A	N/A
000402	N/A	N/A	N/A	N/A
0005	POP 01-DEC-2016 TO 30-SEP-2017	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
0006	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0007	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0008	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

0009	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0010	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0011	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0012	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0013	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0014	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0015	POP 01-DEC-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0016	POP 01-NOV-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1002	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1003	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
100301	N/A	N/A	N/A	N/A
100302	N/A	N/A	N/A	N/A
1004	POP 01-OCT-2017 TO 30-SEP-2018	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
100401	N/A	N/A	N/A	N/A
100402	N/A	N/A	N/A	N/A
1005	POP 01-OCT-2017 TO 30-SEP-2018	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514

1006	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1007	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1008	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1009	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1010	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1011	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1012	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1013	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1014	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1015	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1016	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1017	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2002	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2003	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
200301	N/A	N/A	N/A	N/A
200302	N/A	N/A	N/A	N/A

2004	POP 01-OCT-2018 TO 30-SEP-2019	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
200401	N/A	N/A	N/A	N/A
200402	N/A	N/A	N/A	N/A
2005	POP 01-OCT-2018 TO 30-SEP-2019	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
2006	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2007	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2008	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2009	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2010	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2011	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2012	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2013	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2014	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2015	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2016	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

3002	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3003	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
300301	N/A	N/A	N/A	N/A
300302	N/A	N/A	N/A	N/A
3004	POP 01-OCT-2019 TO 30-SEP-2020	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
300401	N/A	N/A	N/A	N/A
300402	N/A	N/A	N/A	N/A
3005	POP 01-OCT-2019 TO 30-SEP-2020	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
3006	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3007	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3008	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3009	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3010	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3011	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3012	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3013	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3014	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

3015	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3016	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4002	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4003	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
400301	N/A	N/A	N/A	N/A
400302	N/A	N/A	N/A	N/A
4004	POP 01-OCT-2020 TO 30-SEP-2021	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
400401	N/A	N/A	N/A	N/A
400402	N/A	N/A	N/A	N/A
4005	POP 01-OCT-2020 TO 30-SEP-2021	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
4006	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4007	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4008	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4009	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4010	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

4011	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4012	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4013	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4014	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4015	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4016	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013

CLAUSES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.248-1	Value Engineering	OCT 2010
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014

252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7008	Only One Offer	OCT 2013
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic
Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.
7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 33; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the

necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree" click box or other comparable mechanism (e.g., ``click-wrap" or ``browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

x (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 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).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(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 (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (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.

____ (iv) Alternate III (Oct 2015) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

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

____(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

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

____ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

X (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (OCT 2015) of 52.223-13.

_____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____(42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

_____ (ii) Alternate I (May 2014) of 52.225-3.

_____ (iii) Alternate II (May 2014) of 52.225-3.

_____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 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).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(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: (Contracting Officer check as appropriate.)

_____(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

_____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (6) 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).

_____ (7) 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).

_____(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (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 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) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 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.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 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.)

(xiii) 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)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 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.

(xviii) 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)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of contract expiring.**

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days** of the contract expiring; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **sixty-six (66) months.**

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of

their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an ``as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause is included in Technical Exhibits 3 and 5.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

(a) Definitions. As used in this provision--

Controlled technical information, covered contractor information system, and covered defense information defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, ``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/10.6028/NIST.SP.800-171), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.217-7028 OVER AND ABOVE WORK. (DEC 1991)

(a) "Definitions."

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

(a) Definitions. As used in this clause--

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Finland
France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Poland
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incoporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7987 REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (CLASS DEVIATION 2014-O0016) (OCT 2014)

(a) *Definitions.*

"The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR)," as used in this clause, includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat Nicaragua, Panama, Paraguay, Peru, Saint Barthelemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

(b) *General.*

(1) Contract performance in support of U.S. Armed Forces outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(2) Unless immune from host-nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel can subject such personnel to United States or host-nation prosecution and civil liability.

(c) *Support.*

(1) U.S. citizen and third country national (TCN) contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the contracting officer in order to travel to, from, or within the USSOUTHCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract.

(2) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USSOUTHCOM AOR under this contract.

(d) *Pre-travel requirements.*

The Contractor shall ensure that the following requirements are met prior to sending or using Contractor personnel in the USSOUTHCOM AOR. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All Contractor personnel must be medically, dentally, and psychologically fit for performance of their contracted duties. All U.S. citizen and TCN Contractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the Medical Suitability Screening Regulation, SC Regulation 40-501, as well as the requirements identified in FORCE HEALTH PROTECTION (FHP) GUIDANCE FOR DEPLOYMENT in the USSOUTHCOM AOR or their successors and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to the USSOUTHCOM AOR. U.S. citizen contractor personnel and TCN Contractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR with a current copy of the Public Health Service Form 791, "International Certificate of Vaccination." In addition, U.S. citizen contractor personnel and TCN contractor personnel traveling to the USSOUTHCOM AOR are required to be beneficiaries of a medical evacuation plan and service through an insurance plan provided by their employer or paid for individually.

(3) The Contractor shall collect a DNA record for all U.S. citizen Contractor personnel traveling to the USSOUTHCOM AOR and shall have arrangements for storage of the DNA reference specimen through a private facility or arrange for the storage of the specimen by contacting the Armed Forces Repository of Specimen Samples for the Identification of Remains (AFRSSIR) at http://www.afmes.mil/index.cfm?pageid=afdil.afrssir.overview or p**hone:** (302) 346-8800. In addition, U.S. citizen contractor personnel shall comply with the requirements of DoDI 3020.41, Enclosure 3, paragraph 8.b., or its successor.

(4) U.S. citizen contractor personnel and TCN Contractor personnel traveling to the USSOUTHCOM AOR must follow the requirements identified in the Electronic Foreign Clearance Guide available at https://www.fcg.pentagon.mil/fcg.cfm and must have all necessary passports, visas, and other documents required to enter, exit or work in the USSOUTHCOM AOR; and must also have the appropriate DoD identity credential(s). Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities within 5 days of the end of their travel or contractual duties.

(5) Special area, country, and theater clearance is obtained for U.S. citizen contractor personnel and TCN Contractor personnel traveling in the USOUTHCOM AOR. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program (FCP). For this purpose, U.S. citizen and TCN Contractor personnel are considered non-DoD Contractor personnel traveling under DoD sponsorship.

(6) All U.S. citizen contractor personnel and TCN Contractor personnel must receive personal security training. At a minimum, the training shall—

(i) Cover safety and security issues facing employees within the USSOUTHCOM AOR;

(ii) Identify safety and security contingency planning activities; and

(iii) Identify ways to utilize safety and security personnel and other resources appropriately.

(7) All U.S. citizen DOD sponsored contractors must comply with current force protection, personnel recovery and theater entry requirements as posted in DODI 3020.41 Operational Contract Support, DODI 3002.03 DOD Personnel Recovery – Reintegration of Recovered Personnel, the DOD Foreign Clearance Guide at https://www.fcg.pentagon.mil/ and current USSOUTHCOM guidance prior to travel to any country in the USSOUTHCOM AOR. All U.S. citizen Contractor personnel must complete the following:

(i) Anti-Terrorism (AT) Level 1 Training course available at https://Jkodirect.jten.mil (Login and Search for the course on the Course Catalog tab via the number or key word, enroll, and Launch). AT training must be completed within 12 months (1 year) prior to entry into the USSOUTHCOM AOR.

(ii) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, DOD sponsored

contractors entering the theater on official business will have a DD Form 1833 Isolated Personnel Report (ISOPREP) on file in Personnel Recovery Mission Software (PRMS). The ISOPREP will be reviewed within 6 months prior to theater entry and every 6 months while in the AOR.

(iii) IAW USSOUTHCOM theater entry requirements, all DOD sponsored contractors must complete the computer based SERE 100.1 Code of Conduct training course prior to theater entry. Training is available online http://jko.jten.mil (Log into your account, go to the Course Catalog and search for SERE 100.1, enroll, and Launch) or through disk based software. Training is good for 3 years.

(iv) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, all DOD sponsored contractors traveling to designated high risk areas should receive a High Risk of Isolation (HRI) Briefing. The HRI Briefing is required for all DOD personnel conducting operations in, over, or around uncertain or hostile areas increasing their risk of becoming missing, isolated, detained, or captured.

(v) For more information or specific questions regarding completion of these requirements please contact the designated contracting officer's representative (COR). The COR will contact the appropriate DOD agency or service component for additional guidance.

(e) *Personnel data*.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system at https://spot.dmdc.mil,to enter and maintain the data for the following Contractor personnel:

(i) All U.S. citizen contractor personnel and TCN contractor personnel who travel to the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.

(ii) TCN, host nation (HN), or local national (LN) personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.

(iii) Private security contractors and contingency contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or the length of the period of performance of their contract.

(iv) Contractor personnel with a place of performance within the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may–within the terms of their contracts–deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.

(2) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to travel to the USSOUTHCOM AOR and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the period of travel for all Contractor personnel. Changes to the status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, killed, wounded), shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) **Reimbursable CLINs (0015,1015,2015,3015,4015)** is/are incrementally funded. For this/these item(s), the sum of $**COMPLETED AT AWARD** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract $--**COMPLETED AT AWARD**

(month) (day), (year) $----

(month) (day), (year) $----

(month) (day), (year) $----

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in Performance Work Statement.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use
its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in the Performance Work Statement. The offeror shall--

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service'' personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address **Completed at award**

Government Remittance Address **Completed at award**

(End of clause)

5252.237-9400 SUBSTITUTION OF ADDITION OF PERSONNEL (Jan 1992)

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
(b) The Contractor agrees that during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.
(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal., the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
(e) In the event a requirement to increase the specified level of effort for a designated labor category, but no the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer

for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

2252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (Jan 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories	Minimum Requirements
Project Manager	PWS Section C 22.5.1
Ferry and Harbor Tug Craftmaster	PWS Section C 22.5.2
Harbor Pilot	PWS Section C 22.5.3
Senior Maintenance Engineer	PWS Section C 22.5.4
Operations Manager	PWS Section C 22.5.5

(End of Clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Contracting Officer, NAVSUP, Fleet Logistics Center Jacksonville
ADDRESS: 110 Yorktown Blvd., Jacksonville, FL 32212

(End of Clause)

FREEDOM OF INFORMATION ACT (FOIA)

UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

Contact: **Steven Palmer**
FOIA Officer
NAVSUP FLC Jacksonville
110 Yorktown Avenue, 3rd Floor
Jacksonville, Florida 32212
Phone: (904) 542-3824
Fax: (904) 542-1044
Email: steven.w.palmer@navy.mil

Section J - List of Documents, Exhibits and Other Attachments

TECHNICAL EXHIBITS

The following Technical Exhibits are hereby incorporated into the solicitation and are provided as separate attachments.

Technical Exhibit 1	Craft and Boats FY14 Pictures
Technical Exhibit 2	Aerial View of Port Ops Buildings
Technical Exhibit 2A	List and Maps Government Provided Facilities
Technical Exhibit 3	Government Furnished Equipment List
Technical Exhibit 4	Consumables Supplies Listing
Technical Exhibit 5	GTMO Material Inventory 2015
Technical Exhibit 6	NAVSTAGTMOINST 4400.2D
Technical Exhibit 7	Ferry/UB Schedule
Technical Exhibit 8	Destructive Weather Plan
Technical Exhibit 9	Special Conditions for GTMO Projects
Technical Exhibit 10	Base Housing, Base Support and Transportation
Technical Exhibit 11	Staffing Plan with Key Personnel
Technical Exhibit 12	DROH for YTB824
Technical Exhibit 13	DROH for YC1639
Technical Exhibit 14	DROH for YTB831
Technical Exhibit 15	DROH for YFB93
Technical Exhibit 16	DROH for YFB92
Technical Exhibit 17	Government Furnished Property (GFP) Listing

ATTACHMENT 1

CONTRACTOR PERFORMANCE INFORMATION DATA SHEET
FOR SOLICITATION N68836-16-R-0003
Closing date: 8 September 2016

1. Complete Name of Government agency, Commercial Firm, or other organization	
2. Complete Address	
3. Contract number or other reference	**4. Date of Contract**
5. Date work began	**6. Date work was completed**
7. Initial contract price, estimated cost and fee, or target cost and profit or fee	**8. Final amount invoiced or amount invoiced to date**
9a. Technical point of contact (name, title, address, telephone no., and email address)	**9b. Contracting or purchasing point of contact (name, title, address, telephone no., and email address)**
10. Location of work (country, state or province, county, city)	
11. Description of contract work. Describe nature and scope of this work. Provide a detailed explanation demonstrating the relevance of the contract to the requirements of the solicitation. (Attach an explanation of any performance problems or other conflicts with the customer. Describe any litigation, pending, on-going, or completed. Use a continuation sheet, if necessary.)	
11a. Name(s) of subcontractor(s) used, if any, and a description of the extent of work performed by the subcontractor(s).	
11b. Address compliance with requirements of the clauses at FAR 52.219-8, "Utilization of Small Business Concerns," and 52.219-9, "Small Business Subcontracting Plan."	
12. Current status of contract (choose one): **_____Work continuing, on schedule** **_____Work continuing, behind schedule** **_____Work completed, no further action pending or underway** **_____Work completed, routine administrative action pending or underway** **_____Work completed, claims negotiations pending or underway** **_____Work completed, litigation pending or underway**	**_____Terminated for convenience** **_____Terminated for default** **_____Other (explain)**

Instructions for Completing the Past Performance Information Form

Item 1	Insert the complete name of the customer, including parent organization. Do not use acronyms.
Item 2	Insert the customer's complete address, including both post office box and street address, if possible.
Item 3	Insert any contract number or other contract reference used by the customer.
Item 4	Insert the date on which the contract came into existence.
Item 5	Insert the date on which the contract came into existence.
Item 6	Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
Item 7	Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.
Item 8	Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
Item 9a	Insert the name, title, address, telephone number, and email address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
Item 9b	Insert the name, title, address, telephone number, and email address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
Item 10	Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.
Item 11	Describe the nature and scope of the work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance. Describe any pending, on-going, or completed litigation.
Item 11a	Insert the name, address, telephone number, and email address (if available) of the subcontractor(s) used, if any, and a description of the extent of work performed by the subcontractor(s).
Item 11b	Address your compliance with requirements of the clauses at FAR 52.219-8, "Utilization of Small Business Concerns," and 52.219-9, "Small Business Subcontracting Plan" in performance of the contract, if applicable. If these requirements were not in the contract, state “Not applicable.”
Item 12	Insert an "X" in the block next to the choice which best describes the current status of the contract. If you select the "Other" block, provide a brief explanation.

ATTACHMENT 2

CONTRACTOR PERFORMANCE EVALUATION SURVEY COVER SHEET

Request for Proposal: N68836-16-R-0003 Closing date: 8 September 2016

Submit completed Cover Sheet and Survey via fax or email to:

CONTRACTING DEPARTMENT
Fleet Logistics Center
Attn: Elaine Florence
110 Yorktown Avenue, 3rd Floor
Jacksonville, FL 32212-0097
Fax: (904) 542-1095
E-mail: elaine.florence@navy.mil

Name of company:
Contract Number:
Contract Type:
Contract Amount:
Contract Period of Performance (including all options)
Product/Service Description:

Name, title and phone number of person completing questionnaire:

Length of time your firm has been involved with this company:

CONTRACTOR PERFORMANCE EVALUATION SURVEY RATING SHEET

Contractor:

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question, then you should mark "NA".

EVALUATION CRITERIA

Acceptable - The company's performance was satisfactory and you would consider doing business with them again. There were minor performance problems which were satisfactorily corrected.

Unacceptable - The company's performance was entirely unsatisfactory and you would not do business with them again under any circumstances. There were serious performance issues with the contractor for which the contractor's corrective actions were ineffective.

NOTE: **For statements indicating "Unacceptable" or "Outstanding", please provide an explanation in the comments section of the survey.**

CONTRACTOR PERFORMANCE EVALUATION SURVEY

	Unacceptable	Acceptable
A. QUALITY OF PRODUCT OR SERVICE:		
(1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship.		
(2) The Contractor submitted accurate reports.		
(3) The Contractor utilized personnel that were appropriate to the effort performed.		
B. COST CONTROL:		
(1) The Contractor performed the effort within the estimated cost/price.		
(2) The Contractor submitted accurate invoices on a timely basis.		
(3) The Contractor demonstrated cost efficiencies in performing the required effort.		
(4) The actual costs/rates realized closely reflected the negotiated costs/rates.		
C. SCHEDULE:		
(1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.		
(2) The Contractor was responsive to technical and/or contractual direction.		
D. BUSINESS RELATIONSHIPS:		
(1) The Contractor demonstrated effective management over the effort performed.		
(2) The Contractor maintained an open line of communication so that the Contracting Officer's Representative (COR) and/or Technical Point of Contact (TPOC) were apprised of technical, cost, and schedule issues.		
(3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.		
(4) The Contractor promptly notified the COR, TPOC, and/or Contracting Officer in a timely manner regarding urgent issues.		
(5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to		

critical program issues.

(6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.

(7) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.

E. CUSTOMER SATISFACTION:

(1) The products/services provided adequately met the needs of the program.

(2) The Contractor was able to perform with minimal or no direction from the COR or the TPOC.

(3) I am satisfied with the performance of the Contractor under this effort.

F. KEY PERSONNEL:

(1) The labor turnover in key personnel labor categories was minimal and did not adversely affect Contractor performance.

(2) The Contractor proposed qualified personnel to fulfill the requirements of the contract.

G. OTHER:

(1) Would you award this firm another contract? ( ) Yes ( ) No If you answered "No" provide an explanation._____

_____

(2) Was the contract terminated for default? ( ) Yes () No

If you answered "Yes", provide an explanation. _____

_____

COMMENTS: (Required for ALL Unacceptable and Outstanding Ratings)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-7	Information Regarding Responsibility Matters	JUL 2013
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [___] is, [___] is not an inverted domestic corporation; and

(2) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

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

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

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

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

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

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

resulting from this solicitation for default.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

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

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically

disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined

in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ . *[Offeror to identify the applicable paragraphs at (c) through (q) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB

Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture*: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [____] has, [____] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [____] has, [____] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [____] has developed and has on file, [____] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [____] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

___

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[*List as necessary*]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[*List as necessary*]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award

only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appear rights.

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
___	___
___	___
___	___

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[____] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[____] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [____] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [____] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [____] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [____] does [____] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [____] Certain services as described in FAR 22.1003-4(d)(1). The offeror [____] does [____] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [___] is, [___] is not an inverted domestic corporation; and

(ii) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [___] has or [___] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:
Immediate owner CAGE code: _____.
Immediate owner legal name: _____.
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code: _____.
Highest-level owner legal name: _____.
(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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

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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [___] is or [___] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is'' in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark ``Unknown'').

Predecessor legal name: ____.

(Do not use a ``doing business as'' name).

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

(a) Definitions. As used in this provision--

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or

contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation*. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SUBMISSION OF PROPOSALS

SUBMISSION OF PROPOSALS

1. **Submission of Proposals**: Port Operations Services in support of the Naval Station, Guantanamo Bay, Cuba. Proposals must be returned to the address listed below no later than the date and time specified on page 1, block 9 of the solicitation. (**Faxed or emailed proposals will not be accepted**.) Submissions of "Late" proposals will not be accepted. The Government reserves the right to make award solely on initial proposals received. Offerors bear the burden of ensuring all portions of the offer (and any authorized amendments) reach the designated office before the specified due date in the solicitation.

Proposals shall be delivered to:

Fleet Logistics Center Jacksonville, FL
Attn: Elaine Florence/Solicitation No: **N68836-16-R-0003**
110 Yorktown Ave; 3rd Floor Contracting; Code 224
Naval Air Station
Jacksonville, FL 32212-0097

2. **Type of Contract**: The Government intends to award a **Firm Fixed-Price** contract as a result of proposals received from this solicitation.

3. **Contract Authority**: The Government will solicit and award this contract using FAR Part 12, Acquisition of Commercial Items and FAR Part 15, Contracting by Negotiation.

4. **Questions Concerning the Solicitation**: All questions and clarifications regarding this solicitation must be submitted via email; subject line to read: Questions/Clarifications for N68836-16-R-0003. **The deadline date/time for questions and clarifications is no later than 15 June 2016, 1200 (Noon) EST.** All questions or clarifications shall be complied into one (1) email. The deadline date will allow the Government adequate time prepare and issue responses to all Offeror's prior to the date and time set forth of receipt of proposals. All questions/clarifications shall be emailed to elaine.florence@navy.mil. **Incumbent:** Munilla Construction Management, LLC, Contract N68836-15-P-0627

5. **Period of Acceptance for Offers**: Offerors agree to hold their prices firm for a period of 120 calendar days from date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. Award is anticipated on or around **1 August 2016**. The Government may withhold award for up to 120 calendar days after receipt of the Offeror priced proposal.

6. **Format of Proposals**: Offerors shall submit proposals containing all of the information below and shall format proposals in separately bound volumes as follows:

7. **Letter of Transmittal:** This shall not exceed one (1) page and shall include the name, title, email address, and telephone number of the individual(s) responsible for inquiries to the Proposal. Also include Cage Code, DUNS number, Federal Tax ID number.

VOLUME I: NON-PRICE EVALUATION FACTOR - TECHNICAL CAPABILITY
(Submit one original and three copies)

TAB 1 – Technical Capability - Shall be written and consist of 40 pages maximum exclusive of section dividers, Table of Contents, Lists of Figures and Glossary of Terms. The evaluators will read only up to the maximum number of pages specified. **Submissions shall be limited to the number of pages specified total, inclusive of any drawings, charts, pictures/photos, etc.** Font shall be "Times New Roman" no smaller than font size 11 and shall

be single spaced. Page size shall not exceed 8 ½" x 11". Original and 3 copies to include all data and information required for evaluation shall be submitted. Volume I shall exclude any reference to the pricing aspects of the offer.

Sub-factor 1: Technical Approach
Sub-factor 2: Transition Plan
Sub-factor 3: Quality Control, Safety and Hazardous Plan
Sub-factor 4: Staffing Plan with Key Personnel

Note: Sub-factor 4: The Offeror shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The Offeror shall provide the labor category or categories that they intend to utilize during the performance of this contract. A resource tool is provided in Technical Exhibit 11.

Note: The Offeror shall provide resumes for Key Personnel. Personnel resumes, may be single spaced, typewritten (one side only) in font "Times New Roman" no smaller than font size 11 proportional on paper not larger than 8 ½" x 11". Resumes will be considered an attachment to the Staffing Plan w/ Key Personnel and not included in the page count for Technical Capability. The information as follows shall be included in the resume.

7. Name and Educational Background
8. Employment History providing the name of each employer, the period of employment and title.
9. Experience History of applicable experience only. Include name of company, number years of experience, description of duties, level of responsibility, and title.
10. Experience history or such other experience as the company may wish to present to show the potential of the candidate. The same information as for applicable experience shall be indicated.
11. Each resume must indicate whether it is for a current employee of your firm or a proposed new hire.
12. If key personnel are not currently employed by the Offeror, letters of intent to be employed for each key personnel shall be included.

TAB 2 – Past Performance – 10 pages maximum. The Offeror and any proposed Subcontractor shall provide information on at least three (3) Government contracts and/or subcontracts completed during the past three (3) years in which work was similar in size and scope to the proposed effort. Contracts may include those entered into by Federal Government, agencies of state and local Governments, and commercial customers. These contracts should be similar in nature to the work required by the scope of the work. Past performance information may also be obtained from evaluations prepared in accordance with FAR 42.15. For each of the three (3) contracts provided as a reference, the Offeror shall provide a completed Contractor Performance Information Data Sheet (Attachment 1).

Note: Past Performance Evaluations Surveys (Attachment 2) will be considered an attachment and not included in the page count for past performance.

VOLUME II: STANDARD FORM 33 & PRICE PROPOSAL
(Submit one original and one copy)

TAB 1- Standard Form 33, Solicitation, Offer and Award. Blocks 15a, 15b and 15c shall be completed by the Offeror and blocks 16, 17 and 18 shall be signed to show the Offeror has read and agrees to comply with all terms, conditions and instructions provided in this solicitation.

TAB 2- Price Proposal. Pricing shall include all labor, material, and consumables required to perform the work listed in the performance work statement. All CLINs as stated in the solicitation shall be priced except for **Reimbursable CLINs 0015, 1015, 2015, 3015 and 4015. Additionally, SubCLINs are for funding purposes only and shall not be priced.** Offerors shall fill in the bid schedule to include unit price and extended total. The Government has provided the not to exceed amount of $1 Million for each reimbursable CLIN. **No other price shall be submitted in the Offeror's Price Proposal for these CLINs**.

TAB 3 - Offeror(s) Point of Contact & Representation and Certification information. Provide the name, title, email address, and telephone number of the individual(s) responsible for inquires to the proposal. For Representation and Certifications, Offerors shall have an active System for Award Management (SAM) registration. Offerors shall provide a statement that certification in SAM is current, complete, and accurate as of the date of the Offeror's signature, or list any changes.

TAB 4- Amendments. Offerors shall complete Block 14 of the SF 33 acknowledging receipt of amendments to this solicitation. Acknowledgement of amendments issued to the solicitation shall be signed, dated and included in Volume II.

RFP Submittals

Volume	**Content**	**Page Limitation**	**Number of Copies**
Volume I	Letter of Transmittal	1 Page	Original Only
Volume I (Tab 1)	Technical Capability	40 pgs. max	Original + 3
Volume I (Tab 2)	Past Performance	10 pgs. max	Original + 3
Volume II (Tabs 1 to 6)	Price Proposal, Reps & Certs, Signed Amendments, Completed Solicitation Provisions, Financial Competency Bank Letter, Subcontracting Plan	N/A	Original + 1

NOTE: Failure to furnish a complete technical proposal as outlined above will render the offer unacceptable. It shall be written and shall consist of a maximum of 40 pages, exclusive of the Letter of Transmittal, section dividers, Table of Contents, Lists of Figures and Glossary of Terms. **Submission shall be limited to the number of pages specified, total inclusive of any charts, etc.** The evaluators will read only up to the maximum number of pages specified.

Solicitation Provisions:

The Offeror shall fill in the following provisions and confirm that the following provisions have been completed on the SAM website at https://www.sam.gov/portal/public/SAM/.

FAR 52.203-2, Certificate of Independent Price Determination
FAR 52.209-5, Certification Regarding Responsibility Matters
FAR 52.209-7, Information Regarding Responsibility Matters
FAR 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR 52.212-3 Alternate I "Offeror Representations and Certifications – Commercial Items"
DFARS 252.209-7991, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law – Fiscal Year 2016

Failure to provide this information or failure to complete the required information on the SAM website will result in the Offeror's proposal being determined non-responsive and thus ineligible for contract award.

Subcontracting Plan:
The Contractor shall be required to make purchases throughout the performance of this contract for spare and repair parts under the Reimbursable CLINs that have subcontracting possibilities; therefore, this requirement is not considered to be performed entirely outside the United States and its outlying areas in accordance with FAR 19.702(b)(3).

The total value of the Reimbursable CLINs is $5 Million ($1 M/year). Pursuant to the authority of FAR 19.702, in negotiated acquisitions, each solicitation of offers to perform a contract or contract modification that individually is

expected to exceed $700,000 ($1.5 million for construction) and that has subcontracting possibilities, shall require the apparently successful Offeror to submit an acceptable subcontracting plan. If the apparently successful Offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the Contracting Officer, the Offeror will be ineligible for award.

Proposals submitted in response to this solicitation shall include a subcontracting plan for the Reimbursable CLINs only. Contractors shall follow the guidance outlined in FAR 19.704, FAR Clause 52.219-9 Alternate II and DFARS 252.219-7003. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(a) Each subcontracting plan shall include –

(1) Separate percentage goals for using small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns as subcontractors;

(2) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns;

(3) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns;

(4) A description of the method used to develop the subcontracting goals;

(5) A description of the method used to identify potential sources for solicitation purposes;

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns;

(7) The name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual;

(8) A description of the efforts the offeror will make to ensure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts;

(9) Assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan (see 19.708(b));

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required:

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (http://www.esrs.gov), following the instructions in the eSRS;

(A) The ISR shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the contracting officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(B) The SSR shall be submitted as follows: For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve-month period ending September 30. Reports are due 30 days after the close of each reporting period.

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;

(v) Provide its prime contract number and its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and to award subcontracts to them.

(b) Contractors may establish, on a plant or division-wide basis, a master plan (see 19.701) that contains all the elements required by the clause at 52.219-9, Small Business Subcontracting Plan, except goals. Master plans shall be effective for a 3-year period after approval by the contracting officer; however, it is incumbent upon contractors to maintain and update master plans. Changes required to update master plans are not effective until approved by the contracting officer. A master plan, when incorporated in an individual plan, shall apply to that contract throughout the life of the contract.

(c) For multiyear contracts or contracts containing options, the cumulative value of the basic contract and all options is considered in determining whether a subcontracting plan is necessary (see 19.705-2(a)). If a plan is necessary and

the offeror is submitting an individual contract plan, the plan shall contain all the elements required by paragraph (a) of this section and shall contain separate statements and goals for the basic contract and for each option.

(d) A commercial plan (as defined in 19.701) is the preferred type of subcontracting plan for contractors furnishing commercial items. Once a contractor's commercial plan has been approved, the Government shall not require another subcontracting plan from the same contractor while the plan remains in effect, as long as the product or service being provided by the contractor continues to meet the definition of a commercial item. The contractor shall—

(1) Submit the commercial plan to either the first contracting officer awarding a contract subject to the plan during the contractor's fiscal year, or, if the contractor has ongoing contracts with commercial plans, to the contracting officer responsible for the contract with the latest completion date. The contracting officer shall negotiate the commercial plan for the Government. The approved commercial plan shall remain in effect during the contractor's fiscal year for all Government contracts in effect during that period;

(2) Submit a new commercial plan, 30 working days before the end of the Contractor's fiscal year, to the contracting officer responsible for the uncompleted Government contract with the latest completion date. The contractor must provide to each contracting officer responsible for an ongoing contract subject to the plan, the identity of the contracting officer that will be negotiating the new plan;

(3) When the new commercial plan is approved, provide a copy of the approved plan to each contracting officer responsible for an ongoing contract that is subject to the plan; and

(4) Comply with the reporting requirements stated in paragraph (a)(10) of this section by submitting one SSR in eSRS, for all contracts covered by its commercial plan. This report will be acknowledged or rejected in eSRS by the contracting officer who approved the plan. The report shall be submitted within 30 days after the end of the Government's fiscal year.

Contract Responsibility:
To be eligible for award of a contract hereunder, an Offeror must be determined by the Contracting Officer to be a responsible prospective contractor IAW FAR 9.104-1. **Offerors shall include in their Price Proposal a letter from their financial institution validating the firm's financial competency.**

SAM:
The Contractor shall be registered in the System for Award Management database prior to the award of this contract. Further information and guidance regarding SAM can be found at the SAM website: www.sam.gov.

Instructions for Written Proposals:
Text shall be single spaced, on 8-1/2" x 11" paper, with a minimum one-inch margin left and right. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. Print shall be Times New Roman at a minimum 11 pitch font size characters per inch spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis.

Each tab shall be separate and shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with minimum cross-referencing to other tabs/volumes of the proposal.

The bottom (footer) of each page in Volume I and Volume II shall be affixed with the following legend:

"Source Selection Information"
See FAR 2.101 and 3.104

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52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.237-1	Site Visit	APR 1984

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52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code is **488310** and small business size standard is **$38.5M** for this acquisition.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 33, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number; **N68836-16-R-0003**

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms; **Insert price and applicable discount terms in the solicitation only**.

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically); **If registered in SAM, state the valid registration date, and submittal of a hard copy is not required.**

(9) Acknowledgment of Solicitation Amendments; **A signature and date is required on all amendments**.

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 33, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration. **NOTE: All questions and clarifications regarding this solicitation must be submitted via email; subject line to read: Questions/Clarifications for N68836-16-R-0003. <u>The deadline date/time for questions and clarifications is no later than 15 June 2016, 1200 Noon EST.</u> All questions or clarifications shall be complied into one (1) email. The deadline date will allow the Government adequate time prepare and issue responses to all offeror's prior**

to the date and time set forth of receipt of proposals. All questions/clarifications shall be emailed to elaine.florence@navy.mil.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts

(see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed-Price** contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **NAVSUP FLC Jacksonville, 110 Yorktown Ave., Bldg. 110, 3RD Floor, Jacksonville, FL 32212-0097.**

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: http://acquisition.gov/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of provision)

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):

FAR Clauses: http://acquisition.gov/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered and will be the Lowest Price Technically Acceptable (LPTA) Offer.

Only those Offerors with an acceptable rating for each non-cost factor will be considered further for award on initial offers. Unacceptable offers cannot be accepted unless discussions are held and Offerors are provided the opportunity to submit revised proposals. Once non-cost factor ratings have been established, award will be made to the lowest price technically acceptable (LPTA) Offeror.

Note: If the Offeror receives an unacceptable rating in any one factor and/or sub-factor, they will be considered overall "Unacceptable" and will not be considered for award.

The following factors shall be used to evaluate offers:

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

FACTOR 1 - Evaluation of Technical Capability. The Government will evaluate Technical proposals on the basis of Sub-factor 1, Technical Approach, Sub-factor 2, Transition Plan, Sub-factor 3, Quality Control, Safety and Hazardous Plan and Sub-factor 4, Staffing Plan with Key Personnel. For evaluation purposes, an "Acceptable" or "Unacceptable" rating will be assigned to each Sub-factor as described in Table-1 below.

Further, technical capability will be determined solely on the content and merit of the information submitted in response to the Request for Proposal (RFP). Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of Offeror's technical capability.

For a Technical Proposal to be "Acceptable," all Sub-factors shall be "Acceptable."

Table-1: Technical Acceptable/Unacceptable Ratings

Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Sub-factor One: Technical Approach: The Offeror shall describe their technical approach in meeting the requirements outlined in the Performance Work Statement (PWS) under Sections C 12.0 through C 14.0. The Offeror shall demonstrate an understanding of the solicitation requirements by describing in detail, their approach and plan to perform and manage the work specifically required by the PWS. The technical approach must identify the methodology and analytical techniques the Offeror will use to fulfill the PWS requirements. The proposal must contain enough detail so as to demonstrate a firm understanding of the PWS.

Sub-factor Two: Transition Plan:
The Offeror shall develop a transition plan detailing the transition process in accordance with Section C 5.0 of the PWS establishing a fully operational organization by the full performance period start date. An acceptable Transition Plan must demonstrate all phases of contract implementation and key events from the time of contract award until the

performance start date. The Offeror shall comply with all applicable DoD security regulations and procedures during the performance of this contract. The proposal shall include Offeror's cognizant security office information (Name, Address and Zip Code).

Sub-factor Three: Quality Control, Safety and Hazardous Plan:
The Offeror shall ensure quality service is maintained to perform services that meet the contract requirements throughout the life of the contract. The Offeror shall prepare a Quality Control Plan, Safety Plan and Hazardous Plan. The plans shall, at a minimum, discuss the Offeror's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements and maintaining the plans. The plans shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

Sub-factor Four: Staffing Plan with Key Personnel:
The Offeror must provide a comprehensive and detailed approach to staffing the contract. The Staffing Plan shall address the Offeror's proposed organizational structure and management of the contract in order to ensure successful performance of the contract. This include lines of responsibility, authority (supervisory chain), and communication through which the work will be performed. The Offeror must also address what role, if any, any proposed subOfferors will play, their relationship with the prime Offeror and how their work will be managed.

The Offeror shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The Offeror shall provide the labor category or categories that they intend to utilize during the performance of this contract. The proposed labor category or categories shall be evaluated to determine sufficiency in knowledge and skills required to successfully complete all tasks. The staffing level the Offeror proposes shall be sufficient to successfully accomplish the required tasks with minimal risk. A resource tool is provided in Technical Exhibit 11.

The Offeror shall submit resumes for key personnel that adequately describe the qualifications and expertise of proposed key personnel with regards to the requirements listed in the PWS. If key personnel are not currently employed by the Offeror, letters of intent to be employed for each key personnel shall be included. Key personnel are defined in Section C 22.2 of the PWS.

RESUMES (*Limit to 5 pages per proposed employee. Resumes will not count against page count for Technical Proposal*): Offerors shall submit resumes for key personnel proposed and the resumes shall demonstrate that the proposed candidate/s meets or exceeds the required educational and experience levels identified in the PWS.

FACTOR 2-PAST PERFORMANCE:

In their proposal, Offerors shall include reference information as indicated in their Offeror Performance Information Data Sheets. Offerors shall provide information on up to three (3) previous Government contracts whose effort was relevant to the effort required by this solicitation; the contracts provided shall have been performed within the last three (3) years from the solicitation closing date. The information shall include contract numbers, point of contact with telephone numbers and other relevant information. The Government may evaluate an Offeror's past performance on less than the maximum possible number of references. If the Offeror has not had at least three (3) Government contracts within the last three (3) years, information on relevant subcontracts and/or commercial contracts may be submitted instead (the information must be clear whether the work by the Offeror was done as a prime Offeror or a subOfferor). Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. For each of the three (3) contracts provided as a reference, the Offeror shall provide a completed Offeror Performance Information Data Sheet, Attachment 1.

In addition to the information requested above, Offerors shall send a Past Performance Evaluation Survey Form to each reference it lists on their Offeror Performance Information Data Sheet. The Past Performance Survey Form is

provided in Attachment 2 and shall be completed by the Offeror's references and submitted directly to the Contracting Officer. These surveys shall be emailed to the attention of Elaine.Florence@navy.mil no later than the due date of this solicitation. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to Offeror Performance Assessment Reporting System (CPARS), Past Performance Information Retrieval System (PPIRS) and Federal Awardee Performance and Integrity Information System (FAPIIS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

Past Performance will be rated on an "Acceptable" or "Unacceptable" basis using the ratings in the table below.

PAST PERFORMANCE EVALUATION RATINGS:

Rating	Description
Acceptable	The Offerer's response and other information provided to the Government indicate an acceptable past performance in meeting the requirements of this acquisition. The Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note below.)
Unacceptable	The Offeror's past performance record indicates unacceptable performance based on data submitted and/or other information provided to the Government as the basis of unacceptability. The Government has no reasonable expectation that the Offeror will successfully perform the required effort.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorable or unfavorable on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

FACTOR 3: PRICE:

The Government reserves the right to award a contract on the basis of initial offers received without discussions in accordance with FAR 15.306. Therefore, each initial offer shall contain the Offerors best terms from the ability to meet the selection criteria and provide the best possible services to the Government. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

An Offeror's proposed prices will be determined by multiplying the quantities identified in the Schedule by the proposed unit price for each Contract Line Item Number to confirm the extended amount for each. The Government will evaluate price to determine the following:

1. Completeness: All price information/data required in the solicitation has been submitted. For all items in the schedule, the unit price will be multiplied by the quantity for each line item for the base and all option years. All CLINs as stated in the solicitation shall be priced except for Reimbursable CLINs 0015, 1015, 2015, 3015 and 4015. **SubCLINs are for funding purposes only and shall not be priced.** The Price Proposal shall include the Offeror's proposed total amount showing the sum of all CLINs.

2. Reasonableness: Price is fully justified and supported and is considered fair under current market conditions as well as reasonable to both the Offeror and the Government. Reasonableness may also be determined by comparing

the proposed pricing with Government estimates and/or other offers received. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the Contracting Officer determines that the lack of balance proposes an unacceptable risk to the Government. In accordance with FAR 15.404-1(g)(2) a price analysis will be conducted on the individual CLINs to determine whether unbalanced pricing occurred.

3. Pricing shall be firm-fixed pricing and include all labor, material, and consumables required to perform the work listed in the performance work statement. Pricing shall be structured in accordance with the bid schedule of the SF 33. Offerors shall return fully executed CLINS to include a unit price and total extended prices in accordance with the bid schedule provided in the solicitation and a total amount showing the sum of all line items. Failure to submit a price for any CLIN could result in the proposal being considered unacceptable. The price proposal shall be submitted as a separate file.

Evaluation of the price proposal will include the following for all Reimbursable CLINs. **No other price shall be submitted in the Offeror's Price Proposal for the below CLINS**.

CLIN 0015 Base Year: $1,000,000.00
CLIN 1015 Option Year I: $1,000,000.00
CLIN 2015 Option Year II: $1,000,000.00
CLIN 3015 Option Year III: $1,000,000.00
CLIN 4015 Option Year IV: $1,000,000.00

Failure to furnish the price proposal in accordance with the instructions above shall render the proposal unacceptable.

The Government will evaluate offers for award purposes by adding the total price for all options, including the potential six months option period available under FAR 52.217-8, to the total price for the basic requirement. The fourth option period will have an 11-month period of performance. The pricing used for the option under FAR 52.217-8 will be based on the fourth option period monthly unit price multiplied by six (6) for all CLINs except the Reimbursable CLIN. The price for the Reimbursable CLIN will be $500,000.00.

(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.

NOTE: OFFEROR RESPONSIBILITY

To be eligible for award of a contract hereunder, an Offeror must be determined by the Contracting Officer to be a responsible prospective Offeror IAW FAR 9.104-1. **Offerors shall include in their Price Proposal a letter from their financial institution validating the firm's financial competency.**

To be determined responsible, a Offeror must:

(a) Have adequate financial resources to perform the contract, or the ability to obtain them; please provide Financial Information to include the name of the bank with point of contact.

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Have a satisfactory performance record;

(d) Have a satisfactory record of integrity and business ethics;

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures and safety programs applicable to materials to be produced or services to be performed by the prospective Offeror and subOfferors.

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)