

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3	PAGE OF PAGES 1   167
2. CONTRACT NO.		3. SOLICITATION NO. N00024-11-R-4402	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 23 May 2011	6. REQUISITION/PURCHASE NO. N0002411NR93001	
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030			CODE N00024	8. ADDRESS OFFER TO (If other than Item 7)		CODE
TEL: FAX:			<b>See Item 7</b>		TEL: FAX:	

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ 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 \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) (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 SHAWN FU	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (202) 781-1087	C. E-MAIL ADDRESS shawn.fu@navy.mil
---------------------------	--	---------------------	---	--

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	106 - 113
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 33	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	34 - 80	X	J	LIST OF ATTACHMENTS	114
X	D	PACKAGING AND MARKING	81 - 82	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	83 - 85	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	115 - 127
X	F	DELIVERIES OR PERFORMANCE	86 - 91	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	128 - 162
X	G	CONTRACT ADMINISTRATION DATA	92 - 95	X	M	EVALUATION FACTORS FOR AWARD	163 - 167
X	H	SPECIAL CONTRACT REQUIREMENTS	96 - 105				

### 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)	<input type="checkbox"/>	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: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EXECUTION PLANNING FOR FFG 61 FY12 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE EXECUTION PLANNING FOR USS INGRAHAM (FFG 61) FY12 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES C, D, E, & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	ACCOMPLISH FFG 61 FY12 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS INGRAHAM (FFG 61) FY12 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	EXECUTION PLANNING FOR FFG 60 FY14 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE EXECUTION PLANNING FOR USS RODNEY M. DAVIS (FFG 60) FY14 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	ACCOMPLISH FFG 60 FY14 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS RODNEY M. DAVIS (FFG 60) FY14 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	EXECUTION PLANNING FOR FFG 61 FY14 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE EXECUTION PLANNING FOR USS INGRAHAM (FFG 61) FY14 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	<hr/>
				MAX AWARD FEE	
				TOTAL EST COST + FEES	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	ACCOMPLISH FFG 61 FY14 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS INGRAHAM (FFG 61) FY14 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	<hr/>
				MAX AWARD FEE	
				TOTAL EST COST + FEES	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	EXECUTION PLANNING FOR DDG 86 FY14 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE EXECUTION PLANNING FOR USS SHOUP (DDG 86) FY14 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	<hr/>
				MAX AWARD FEE	
				TOTAL EST COST + FEES	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	ACCOMPLISH DDG 86 FY14 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS SHOUP (DDG 86) FY14 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	<hr/>
				MAX AWARD FEE	
				TOTAL EST COST + FEES	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	EXECUTION PLANNING FOR DDG 86 FY16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE EXECUTION PLANNING FOR USS SHOUP (DDG 86) FY16 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	ACCOMPLISH DDG 86 FY16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS SHOUP (DDG 86) FY16 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	EXECUTION PLANNING FOR DDG 92 FY16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE EXECUTION PLANNING FOR USS MOMSEN (DDG 92) FY16 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	ACCOMPLISH DDG 92 FY16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS MOMSEN (DDG 92) FY16 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	EXECUTION PLANNING FOR FFG 61 FY16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE EXECUTION PLANNING FOR USS INGRAHAM (FFG 61) FY16 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	<hr/>
				MAX AWARD FEE	
				TOTAL EST COST + FEES	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	ACCOMPLISH FFG 61 FY16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS INGRAHAM (FFG 61) FY16 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	<hr/>
				MAX AWARD FEE	
				TOTAL EST COST + FEES	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	EXECUTION PLANNING FFG TBD FY12-16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE EXECUTION PLANNING FOR USS TBD (FFG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	<hr/>
				MAX AWARD FEE	
				TOTAL EST COST + FEES	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	ACCOMPLISH FFG TBD FY12-16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (FFG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILABILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	<hr/>
				MAX AWARD FEE	
				TOTAL EST COST + FEES	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	EXECUTION PLANNING DDG TBD FY12-16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE EXECUTION PLANNING FOR USS TBD (DDG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	ACCOMPLISH DDG TBD FY12-16 SRA				
	CPAF/CPIF				
	ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (DDG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED SELECTED RESTRICTED AVAILBILITY				
	SEE NOTES A, B, C, D, E & F				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

ITEM NO SUPPLIES/SERVICES  
0019

DATA ITEMS

DATA ITEMS FOR ITEM 0001 AND (IF EXERCISED) OPTION ITEM(S)  
0002 THROUGH 0018 AND 0100 THROUGH 0799 (SEE EXHIBIT A  
CDRL(S) ATTACHED)

NOT SEPARATELY PRICED (AMOUNT INCLUDED IN PRICING FOR  
ITEM 0001 AND (IF EXERCISED) OPTION ITEM(S) 0002 THROUGH 0018  
AND 0100 THROUGH 0799)

ITEM NO SUPPLIES/SERVICES  
0020

PROVISIONING TECHNICAL DOCUMENTATION

PROVISIONING TECHNICAL DOCUMENTATION (PTD) FOR ITEM 0001  
AND (IF EXERCISED) OPTION ITEM(S) 0002 THROUGH 0018 AND 0100  
THROUGH 0799 (SEE EXHIBIT B & C CDRL(S) ATTACHED)

NOT SEPARATELY PRICED (AMOUNT INCLUDED IN PRICING FOR  
ITEM 0001 AND (IF EXERCISED) OPTION ITEM(S) 0002 THROUGH 0018  
AND 0100 THROUGH 0799)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100 OPTION	RPRS/ALTS FOR FFG 54 BETWEEN CNO AVAILS				

CPAF/CPIF

ACCOMPLISH NON-SCHEDULED REPAIR AND ALTERATION  
 REQUIREMENTS NOT REQUIRING DOCKING BETWEEN CNO  
 SCHEDULED AVAILABILITIES FOR USS FORD (FFG 54)

SEE SECTION C

ESTIMATED COST

INCENTIVE FEE

SUBTOTAL EST COST + INCENTIVE FEE

MAX AWARD FEE

TOTAL EST COST + FEES

---



---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200 OPTION	RPRS/ALTS FOR FFG 60 BETWEEN CNO AVAILS				

CPAF/CPIF

ACCOMPLISH NON-SCHEDULED REPAIR AND ALTERATION  
 REQUIREMENTS NOT REQUIRING DOCKING BETWEEN CNO  
 SCHEDULED AVAILABILITIES FOR USS RODNEY M. DAVIS (FFG 60)

SEE SECTION C

ESTIMATED COST

INCENTIVE FEE

SUBTOTAL EST COST + INCENTIVE FEE

MAX AWARD FEE

TOTAL EST COST + FEES

---



---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300 OPTION	RPRS/ALTS FOR FFG 61 BETWEEN CNO AVAILS				

CPAF/CPIF

ACCOMPLISH NON-SCHEDULED REPAIR AND ALTERATION  
 REQUIREMENTS NOT REQUIRING DOCKING BETWEEN CNO  
 SCHEDULED AVAILABILITIES FOR USS INGRAHAM (FFG 61)

SEE SECTION C

ESTIMATED COST

INCENTIVE FEE

SUBTOTAL EST COST + INCENTIVE FEE

MAX AWARD FEE

TOTAL EST COST + FEES

---



---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0400 OPTION	RPRS/ALTS FOR DDG 86 BETWEEN CNO AVAILS				

CPAF/CPIF

ACCOMPLISH NON-SCHEDULED REPAIR AND ALTERATION  
 REQUIREMENTS NOT REQUIRING DOCKING BETWEEN CNO  
 SCHEDULED AVAILABILITIES FOR USS SHOUP (DDG 86)

SEE SECTION C

ESTIMATED COST

INCENTIVE FEE

SUBTOTAL EST COST + INCENTIVE FEE

MAX AWARD FEE

TOTAL EST COST + FEES

---



---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0500 OPTION	RPRS/ALTS FOR DDG 92 BETWEEN CNO AVAILS				

CPAF/CPIF

ACCOMPLISH NON-SCHEDULED REPAIR AND ALTERATION  
 REQUIREMENTS NOT REQUIRING DOCKING BETWEEN CNO  
 SCHEDULED AVAILABILITIES FOR USS MOMSEN (DDG 92)

SEE SECTION C

ESTIMATED COST

INCENTIVE FEE

SUBTOTAL EST COST + INCENTIVE FEE

MAX AWARD FEE

TOTAL EST COST + FEES

---



---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0700 OPTION	RPRS/ALTS FOR VISITING SURFACE SHIPS				

CPAF/CPIF

ACCOMPLISH NON-SCHEDULED REPAIR AND ALTERATION  
 REQUIREMENTS NOT REQUIRING DOCKING BETWEEN CNO  
 SCHEDULED AVAILABILITIES FOR VISITING SURFACE SHIPS

SEE SECTION C

ESTIMATED COST

INCENTIVE FEE

SUBTOTAL EST COST + INCENTIVE FEE

MAX AWARD FEE

TOTAL EST COST + FEES

---



---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0600 OPTION	RPRS/ALTS FOR TBD NEWLY HOMEPORTED SHIP				
	CPAF/CPIF				
	ACCOMPLISH NON-SCHEDULED REPAIR AND ALTERATION REQUIREMENTS NOT REQUIRING DOCKING BETWEEN CNO SCHEDULED AVAILABILITIES FOR A SURFACE SHIP NEWLY HOMEPORTED IN EVERETT, WA				
	SEE SECTION C				
				ESTIMATED COST	
				INCENTIVE FEE	
				SUBTOTAL EST COST + INCENTIVE FEE	
				MAX AWARD FEE	
				TOTAL EST COST + FEES	

**NOTE A – EXERCISE OF OPTIONS**

By written notice to the Contractor, the Contracting Officer may exercise, if at all, any of the Option Items identified in Section B and require the Contractor to provide, within the performance period specified in Section F, the work described in Section C for such Option (s) at the estimated cost and fee set forth in Section B prior to Option exercise. The Option(s) may be exercised after the Contractor’s receipt of the Specification Work Package in accordance with the procedures stated in Section C, but in any event, the Option(s) shall be exercised, if at all, within the time frames listed in FAR clause 52.217-7 in Section I of this contract. Contract Line Items will be priced prior to Option exercise.

**NOTE B – GOVERNMENT RIGHT TO NOT EXERCISE FUTURE OPTIONS**

Whether to exercise an option is solely within the Government's discretion. However, part of the Government's decision to exercise an option or options may be based on how well, in the Government's determination, the Contractor has been performing the contract. The Government reserves the right to not exercise future option(s) if, among other reasons:

Contractor’s **Management & Technical** Award Fee-based Performance Rating scores are evaluated as:

“Yellow” for any availability within the first year of contract performance

“Green” for any availability within the second year of contract performance

“Purple” for any availability within the third year of contract performance

Contractor’s **Cost** Performance:

Final Cost, excluding growth reservation, exceeds Target Cost by more than 8%, within the first year of contract performance

Final Cost, excluding growth reservation, exceeds Target Cost by more than 6%, within the second year of contract performance

Final Cost, excluding growth reservation, exceeds Target Cost by more than 4%, within the third year of contract performance

Contractor's **Schedule** Performance:

In first year of contract performance, up to 2 missed major milestones and the possibility of impacting the contract completion date

In second year of contract performance, Ship Delivery on schedule, but integration of Ship's Force, Ship Intermediate Maintenance Activity (SIMA) and Alteration Installation Team (AIT) work packages had impact to major milestones and/or incorporation of authorized changes had impact to minor milestones

In third year of contract performance, all contractual dates met, but integration of Ship's Force, SIMA and AIT work packages had impact to minor milestones and/or incorporation of authorized changes after the 25% point had impact to minor milestones

#### NOTE C – PLACE OF PERFORMANCE

All work under this contract is to be performed as follows:

CNO Scheduled availability work will be performed at the Contractor's facility in the assigned port unless otherwise stipulated in the work package.

For continuous maintenance periods including emergent type work and interim availabilities, work may be performed at either the Contractor's or Government facility within the ship's home port, as determined by the ACO. The Contractor may be required to provide non-scheduled repair support to ships in remote locations.

Project Management Organizational (PMO) functions may be performed at the Contractor's facility, at various Government activities, or onboard vessels, in accordance with specification work items.

#### NOTE D – COST OF MONEY FOR FACILITIES CAPITAL

The Cost of Money for Facilities Capital is not a fee-bearing cost under this contract. However, such amount is included in the Total Estimated Cost for purpose of the "LIMITATION OF COST" clause of this contract.

#### NOTE E – INSTRUCTIONS FOR PROPOSING FEE

Offerors shall propose a fee (exclusive of small business incentives) of nine point two three two percent (9.232%) of the proposed CLIN/Sub-CLIN cost, which includes four percent (4.000%) award fee and five point two three two percent (5.232%) incentive fee, as stated in the clause "DETERMINATION OF FEE" (note that the overall proposed fee of 9.232% is not the same as the maximum overall fee of 11.232%, the difference being 2% between the target cost incentive fee of 4.00% and the maximum cost incentive fee of 6.00%). The Government will NOT permit the "tiering" of profit or fee on any subcontract. The Government will NOT permit any "profit-on-profit" or "fee-on-fee" on any subcontract. The only exception to this requirement is a subcontractor awarded a fixed price contract in a competitive environment where cost and pricing data was not available.

**NOTE F – TRAVEL COSTS**

Travel costs are not fee-bearing costs under this contract. The Contractor shall obtain prior written approval by the ACO per trip occurrence. Travel shall be funded under a separate SLIN under each CLIN. All estimated and incurred travel costs shall be in accordance with FAR 31.205-46.

**RESERVED ADMINISTRATIVE CLINS**

	<u>Option CLIN</u>	<u>Reserved Admin CLINs</u>
USS FORD (FFG 54)	0100	0101 - 0199
USS RODNEY M. DAVIS (FFG 60)	0200	0201 - 0299
USS INGRAHAM (FFG 61)	0300	0301 - 0399
USS SHOUP (DDG 86)	0400	0401 - 0499
USS MOMSEN (DDG 92)	0500	0501 - 0599
NEWLY HOMEPORTED SURFACE SHIP	0600	0601 - 0699
VISITING SURFACE SHIPS	0700	0701 - 0799

**B-1 – DETERMINATION OF FEE**

(Applicable to all CLINs except for CLINs 0019 and 0020)

**FEE DEFINED:**

Fee payable under this contract will be determined through the processes described in this B-1 clause. The award fee evaluation will be based on the Contractor's performance in the areas of Management and Technical. The incentive fee evaluation will be determined based on the Contractor's performance in the areas of Schedule and Cost. The maximum fee payable under this contract (including both the incentive and award fees) shall not exceed eleven point two three two percent (11.232%) and the minimum fee payable shall be zero percent (0.000%). The maximum fee will be split between incentive fee and award fee as follows: Incentive Fee maximum is seven point two three two percent (7.232%) broken down as 6.000% maximum for cost and 1.232% for schedule. Award Fee maximum is four percent (4.000%). There will be no roll-over of any unearned fees.

**TABLE OF MINIMUM, TARGET, AND MAXIMUM AWARD AND INCENTIVE FEE**

	MINIMUM	TARGET	MAXIMUM
AWARD FEE	0.00%	N/A	4.00%
COST INCENTIVE FEE	0.00%	4.00%	6.00%
SCHEDULE INCENTIVE FEE	0.00%	N/A	1.232%
TOTAL	0.00%	N/A	11.232%

**AWARD FEE:**

The Contractor may earn an Award Fee for performance in the Management and Technical areas as determined by the Fee Determining Official (FDO). The Government's purpose in granting an award fee is to encourage and reward

superior Contractor effort directed toward performance in the Management and Technical areas of this contract. The specifics for evaluation are set forth in the following paragraphs:

A. Award Fee Evaluation Period: An Award Fee Evaluation Period shall be established on a semi-annual basis, tentatively every six months beginning at contract award.

B. In the event of discontinuance of the work, the Award Fee otherwise payable shall be determined in accordance with the clause of the Special Contract Requirements entitled "AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE."

C. Award Fee Process: The Contractor's performance will be evaluated in two categories: Management and Technical. Specific Award Fee Pool values will be made available by the ACO after award and/or exercise of option(s).

1. Scope of Work Evaluated: The Award Fee Evaluation will include execution planning, all scheduled availabilities and inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance) completed within the Award Fee Evaluation Period. Scheduled availability, execution planning and inter-availability work CLINS will be considered completed sixty (60) days following completion of the work for each specific CLIN.

2. Evaluation Categories and Factors: The Contractor's performance during each Award Fee Evaluation Period will be evaluated in the following areas:

- a. Management (60%)
- b. Technical Performance (40%)

The Contractor will be notified of changes in the evaluation categories and factors as well as any adjustments to the weighing of categories, if any, prior to commencement of each evaluation period. Unsatisfactory performance under an award fee criterion may result in an increased weight for that factor in subsequent evaluation periods.

3. Award Fee Evaluation Board (AFEB): The Contractor's performance for Award Fee Evaluation Periods will be conducted by an AFEB consisting of five voting members but not more than seven:

- Chairperson (Regional Maintenance Center (RMC) Code 100 or designated representative)
- Administrative Contracting Officer (RMC Code 400 or designated representative)
- Commander, Naval Surface Forces (CNSF) Representative
- Type Commander (TYCOM) Representative
- NAVSEA 21 Representative
- RMC Code 300 (Waterfront Ops)
- Recorder (RMC Representative, Non-voting)

4. Fee Determining Official (FDO): The FDO, NAVSEA 21 Ship Program Manager or Deputy Program Manager, shall make determinations of the award fee due to the Contractor based upon the performance evaluation conducted by the AFEB established pursuant to paragraph 2 above.

5. Award Fee Determination and Reclama Procedures:

a. Within sixty (60) working days after the end of each evaluation period under the contract, the Contractor shall furnish to the AFEB such information as may be reasonably required, including a statement of cost incurred, to assist the AFEB in evaluating the Contractor's performance during that evaluation period.

b. Within seventy (70) days after the end of each evaluation period under the contract, the AFEB shall meet to assess and derive an evaluated Award Fee earned for that period as determined by reports submitted by the contractor, as well as, Government agents.

- c. Within three (3) working days after the AFEB meeting, the AFEB shall prepare the performance evaluation letter and present it to the FDO. A copy will be provided to the Contractor upon transmittal to the FDO.
  - d. Within five (5) working days from receipt of the copy of the performance evaluation, the Contractor may submit to the FDO any comments with respect thereto. In support of his comments, the Contractor may furnish a written description of his performance during the period under consideration. This description shall clearly identify specific evaluation categories, factors and elements, and the Contractor's own rating thereof.
  - e. Within five (5) working days from the receipt of the Contractor evaluation comments, the FDO shall provide the Administrative Contracting Officer (ACO) a final performance evaluation and determination of the award fee.
  - f. Within five (5) working days from receipt of the final determination, the ACO shall notify the Contractor in writing of that final determination and issue a unilateral modification to the contract to provide for the award fee.
6. Finality of Fee Determining Official's Determination: Determinations of the FDO with respect to the amount of the award fee to be paid to the Contractor are unilateral decisions made solely at the discretion of the Government.

7. Award Fee Computation:

- a. Within sixty (60) working days after the end of each Award Fee Evaluation Period under the contract, the Contractor shall furnish to the AFEB such information as may be reasonably required, including a statement of cost incurred, to assist the AFEB in evaluating the Contractor's performance during that evaluation period.
- b. The AFEB may use any information, Contractor deliverables, or other materials available to evaluate the Contractor in the categories of Management and Technical, as illustrated herein. The categories will have appropriate weights assigned, which were established, prior to start of the Award Fee Evaluation Period.
- c. The AFEB shall determine through the use of information, Contractor deliverables, or other materials, a specific adjective grade to be assigned for each category as follows:
  - (i) Dark Blue (Exceptional)
  - (ii) Purple (Very Good)
  - (iii) Green (Satisfactory)
  - (iv) Yellow (Marginal)
  - (v) Red (Unsatisfactory)
- d. The AFEB shall determine and assign a numerical score within each adjective category.
- e. A weighted average will be computed by multiplying the numerical score assigned within each adjective category by the weight assigned to the specific overall category. The weighted average for each of the two categories will be summed to derive a numerical Performance Rating which will represent the overall rating for award fee calculation.
- f. The actual amount of award fee will be calculated in accordance with the Performance Rating section below, in addition to the Management and Technical charts that follow.
  - (i) Performance Ratings: The following performance ratings are derived from the Award Fee/Contractor Performance Assessment Reporting System (CPARS) matrix:

Adjective Grade	Performance	
	Rating	Definition
DARK BLUE (Exceptional)	100-94	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
PURPLE (Very Good)	93-80	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
GREEN (Satisfactory)	79-65	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear to be or were satisfactory.
YELLOW (Marginal)	64-51	The content and quality of performance was deficient and the areas for improvement are so significant or so numerous that overall performance is considered less than the Government's stated requirement. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
RED (Unsatisfactory)	50-0	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

(ii) Award Fee Determination: The relationship of the percent of award fee pool paid for each contract line item evaluated during the Award Fee Evaluation period (subject to the determination of the FDO) to the performance rating will be as follows:

<u>Performance Rating</u>	<u>Percent of Award Fee Pool</u>
0 – 50	0
51 – 64	$\frac{(\text{Rating} - 50) \times 100}{50}$
65 – 79	$\frac{(\text{Rating} - 40) \times 100}{50}$
80 – 93	Award Fee Pool percentage equals performance rating
94 – 100	100% of Award Fee Pool

Note: A performance rating of 50 or below is deemed unsatisfactory. The contractor is not entitled to any award fee for a rating of 50 or below.

<b>MANAGEMENT (60%)</b>				
<b>DARK BLUE</b>	<b>PURPLE</b>	<b>GREEN</b>	<b>YELLOW</b>	<b>RED</b>
<b>100-94</b>	<b>93-80</b>	<b>79-65</b>	<b>64-51</b>	<b>50-0</b>

<b>CONTRACTOR'S MANAGEMENT SYSTEM</b>	<b>CONTRACTOR'S MANAGEMENT SYSTEM</b>	<b>CONTRACTOR'S MANAGEMENT SYSTEM</b>	<b>CONTRACTOR'S MANAGEMENT SYSTEM</b>	<b>CONTRACTOR'S MANAGEMENT SYSTEM</b>
<i>Management System Effectiveness</i>	<i>Management System Effectiveness</i>	<i>Management System Effectiveness</i>	<i>Management System Effectiveness</i>	<i>Management System Effectiveness</i>
<p><input type="checkbox"/> Contractor's management system demonstrates a policy of total corporate commitment from the deck plate supervision up through upper management. It is evident that the management is effective in development and implementation of process improvements as seen through products such as execution planning and production efforts. The proactive management approach facilitates a totally coordinated and integrated production effort across the full spectrum of government and contractor entities. Contractor management (deck plate &amp; above) is proactive, continually implementing process improvements and enhancing customer relations. Upper management is actively involved in management of</p>	<p><input type="checkbox"/> Contractor's management system actively engages in continuous process improvements throughout the organization as evidenced by products such as execution planning and production efforts. Management fosters a cooperative customer service program that anticipates and identifies the needs of Ship's Force and other Government activities (subs, AIT, SIMA and Ship's force). Contractor integrates ship's work, training and habitability requirements into the overall production plan, maximizing efficiencies and maintaining schedule and cost. The Contractor is effective in coordinating all production work/efforts (subs, AIT, Government Activities and Ship's Force).</p> <p><input type="checkbox"/> Contractor management</p>	<p><input type="checkbox"/> Contractor's management system delivers effective planning and production actions that result in on-time completion. The management system is effective in utilizing lessons learned to identify and preclude adverse incidents that place personnel at risk, damage government property, impact schedule, cost or quality. Management is responsive to availability fluctuation and incorporates ship's force and other government activity requirements. The contractor manages schedules and tracks all availability activities, identifying problems and coordinating resolutions while maintaining schedule.</p> <p><input type="checkbox"/> Contractor management ensured average turn around time for pricing growth was within 10</p>	<p><input type="checkbox"/> Management has not demonstrated effective planning and production actions resulting in adverse impact to cost and/or schedule. Govt. intervention is required to prevent adverse incidents that place personnel at risk, damage government property, impact schedule, cost or quality. Contractor failed to successfully incorporate lessons learned, which resulted in repetitive adverse conditions. Customers are not satisfied with the results of management's decisions. All production efforts are not effectively coordinated.</p> <p><input type="checkbox"/> Contractor management allowed average turnaround time for pricing growth to exceed 10 days.</p> <p><input type="checkbox"/> Contractor management poorly implemented and or communicated projections based on their cost control</p>	<p><input type="checkbox"/> Management system does not work effectively, requiring Govt. intervention to prevent avoidable incidents such as violations of quality and safety requirements. Systems do not provide adequate response to changes in work scope, operational or crew training requirements, and have major impact to schedule or cost. Customers are dissatisfied with many processes. Subcontractors and all other production efforts (AIT, SIMA and ship's force) are not coordinated. Contractor fails to preclude avoidable incidents such as fire, flooding or serious personal injury. (Examples include but are not limited to tag out violations, failure to maintain fire watches or docking incidents. Safety violations are of extreme importance).</p> <p><input type="checkbox"/> Contractor management allowed average</p>

<p>the availability, efficiently coordinating all production efforts.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Contractor management provided timely notification of excess funds by the 50-60% point in the avail.</li> <li><input type="checkbox"/> Contractor management ensured average turn around time for pricing growth was within 3 days and settled cost to proposed cost ratio was 95% or greater.</li> <li><input type="checkbox"/> Contractor management ensured EAC/BAC ratio remained within + or - 5% for the last 25% of the avail.</li> <li><input type="checkbox"/> Contractor integrated ship's force, RMC, and AIT work packages with NO impact to any milestones.</li> <li><input type="checkbox"/> All Change Order Pricing Agreements (COPA)s submitted provided detailed estimates with trade and subcontractor breakdowns.</li> <li><input type="checkbox"/> Production schedule was submitted IAW</li> </ul>	<p>provided timely notification of excess funds by the 60-75% point in the avail.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Contractor management ensured average turn around time for pricing growth was within 5 days and settled cost to proposed cost ratio was 90% or greater.</li> <li><input type="checkbox"/> Contractor management provided final EAC/BAC Ratio by the end of the avail.</li> <li><input type="checkbox"/> Contractor integrated ship's force, RMC, and AIT work packages with NO impact to major milestones and minimal impact to minor milestones.</li> <li><input type="checkbox"/> Cost proposals provided details facilitating negotiation, including subcontractor supporting documents and complied with cost or pricing data submission requirements of FAR 52.512-21.</li> <li><input type="checkbox"/> Scheduling system established and submitted IAW NAVSEA Std Item 009-60 with no discrepancies.</li> <li><input type="checkbox"/> In assessing the Contractor's management,</li> </ul>	<p>days and settled cost to proposed cost ratio was 90% or greater.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Contractor management did not provide final EAC/BAC Ratio until after the end of the avail.</li> <li><input type="checkbox"/> Contractor integrated ship's force, RMC, and AIT work packages with NO impact to major milestones.</li> <li><input type="checkbox"/> Contractor complied with cost or pricing data submission requirements of FAR 52-512-21 without additional detail supporting negotiations.</li> <li><input type="checkbox"/> Scheduling system established and submitted IAW NAVSEA Std Item 009-60 with minor discrepancies. Planned activities supported contract milestones.</li> <li><input type="checkbox"/> In assessing the Contractor's management, evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors.</li> </ul>	<p>management system.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Coordination plan is not sufficient, or planned schedules were impacted</li> <li><input type="checkbox"/> No trade or subcontractor breakdown submitted with pricing.</li> <li><input type="checkbox"/> Scheduling system not sufficient to integrate planned activities from multiple maintenance providers. Progress updates were inaccurate or late.</li> <li><input type="checkbox"/> In assessing the Contractor's management, evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors.</li> </ul>	<p>turnaround time for pricing growth to exceed 15 days.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Contractor management did not implement or communicate projections based on their cost control management system.</li> <li><input type="checkbox"/> No coordination plan existed.</li> <li><input type="checkbox"/> Justification provided for costs were inadequate.</li> <li><input type="checkbox"/> No scheduling system maintained, and/or no progress updates provided.</li> <li><input type="checkbox"/> In assessing the Contractor's management, evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors.</li> </ul>
--	--	--	--	---

<p>NAVSEA Std Item 009-60 with significant issues highlighted and updated accurately as they occurred.</p> <p><input type="checkbox"/> In assessing the Contractor's management, evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors.</p>	<p>evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors.</p>			
<b>Comments</b>	<b>Comments</b>	<b>Comments</b>	<b>Comments</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>- Were contractor actions and decisions in keeping with the Navy desire to reduce cost/time of maintenance?</li> <li>- Were contractor recommendations focused on efficiency as well as effectiveness, including use of lean mfr. Process?</li> <li>- Did contractor demonstrate effective application of lessons learned to improve performance and efficiency?</li> <li>- Did the customer's housekeeping expectations exceed the requirements in NAVSE Std. Items, resulting in additional cost?</li> <li>- The contractor's overall approach to the program is reflected in all other areas of CPARS. Without effective, proactive management the scores in CPARS categories would be directly affected.</li> <li>- Has the contractor demonstrated an overall improvement in performance (avail to avail) vice just during one discreet award fee period?</li> <li>- Has the contractor demonstrated cost savings through the use of process improvement initiatives?</li> <li>- Does the contractor have a sustained program in place to work with vendors, suppliers and sub contractors to help improve their performance?</li> </ul> <p>NOTE – These elements will also be examined as they relate to execution planning.</p>				

<i>TECHNICAL (40%)</i>				
<b>DARK BLUE</b> 100-94	<b>PURPLE</b> 93-80	<b>GREEN</b> 79-65	<b>YELLOW</b> 64-51	<b>RED</b> 50-0
<b>CONTRACTOR'S TECHNICAL PERFORMANCE</b>	<b>CONTRACTOR'S TECHNICAL PERFORMANCE</b>	<b>CONTRACTOR'S TECHNICAL PERFORMANCE</b>	<b>CONTRACTOR'S TECHNICAL PERFORMANCE</b>	<b>CONTRACTOR'S TECHNICAL PERFORMANCE</b>
<i>Technical</i>	<i>Technical</i>	<i>Technical</i>	<i>Technical</i>	<i>Technical</i>
<p><input type="checkbox"/> Reports, execution planning products, procedures and data requirements were comprehensive, accurate and timely. Reports effectively identified all</p>	<p><input type="checkbox"/> Timely submittals of all reports, execution planning products, procedures and data requirements with no major deficiencies. Noted discrepancies were</p>	<p><input type="checkbox"/> Reports, execution planning products, procedures and data requirements submitted on time with minor deficiencies. Corrected reports reissued</p>	<p><input type="checkbox"/> Little or no communication with the Government regarding performance on the contract. Very slow response to contract issues.</p>	<p><input type="checkbox"/> Many major deficiencies with no effort to meet contractual commitments.</p> <p><input type="checkbox"/> Reports were submitted significantly late,</p>

<p>potential problem areas.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> All disturbed systems were fully operational at contract completion. Ship's force was able to operate all equipment as designed. No Casualty Reports (CasReps) submitted on contractor work. Superior assistance to meet ship's force needs during the availability (i.e. temp A/C, power, ventilation).</li> <li><input type="checkbox"/> No contractor - responsible material issues affecting production schedules. Few minor issues were communicated and quickly resolved without impact to availability end date and internal milestones.</li> <li><input type="checkbox"/> Comprehensive quality assurance program utilized. QDR average response time was 2 days or less and the greater majority provided acceptable responses.</li> <li><input type="checkbox"/> The contractor provided repair recommendations that saved the government significant money and/or time.</li> </ul>	<p>minor and did not affect system integrity. Excellent work-around to support ship's force during repair availability.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> No contractor-responsible material issues affecting production schedules. Few minor issues were communicated and quickly resolved without impact to availability end date.</li> <li><input type="checkbox"/> Comprehensive QA program utilized. Quadrennial Defense Review (QDR) response time was, on average, within 3 days of issuance.</li> <li><input type="checkbox"/> The contractor provided repair recommendations that saved the government money and/or time.</li> </ul>	<p>satisfactorily and promptly.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Repair in accordance with work item specifications completed on time and met repair requirements with minor discrepancies.</li> <li><input type="checkbox"/> Material correctly inventoried, stored and tracked during availability. The few issues noted were properly disclosed and corrective actions were taken to avoid re-occurrence.</li> <li><input type="checkbox"/> QA program successfully utilized with only minor faults. QDR response time was, on average, within 5 days of issuance.</li> <li><input type="checkbox"/> The contractor provided repair recommendations that were effective for the problems encountered and were effectively implemented.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Reports, execution planning products, procedures and data requirements were submitted late with both minor and major deficiencies.</li> <li><input type="checkbox"/> Slow response to provided technical information or failure to identify faulty information in a timely fashion resulted in cost overruns and missed milestones.</li> <li><input type="checkbox"/> Many discrepancies requiring ship's force to modify standard operating configurations. Two or more CasReps, on systems worked by the contractor, were issued by ship's force.</li> <li><input type="checkbox"/> Corrective actions have not been identified or appear only marginally effective.</li> <li><input type="checkbox"/> Several CFE material issues have had an adverse impact to schedule or cost. Letters for final disposition were late or inaccurate.</li> <li><input type="checkbox"/> QA program is insufficient as noted by significant quality issues affecting various systems or components.</li> <li><input type="checkbox"/> The contractor</li> </ul>	<p>or not at all, with major deficiencies.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Contractor unresponsive to provided technical direction resulting in significant cost overruns or schedule slippage.</li> <li><input type="checkbox"/> Ship unable to meet scheduled commitments due to faulty systems/equipment specified for repairs by the contractor.</li> <li><input type="checkbox"/> Not able to meet contractual requirements. Serious problems for which the corrective actions were ineffective.</li> <li><input type="checkbox"/> No attempt to follow supplied technical details. Corrective actions were ineffective.</li> <li><input type="checkbox"/> No apparent safeguards for material in place. Numerous items lost, damaged, or unaccounted for. No ability to track material and no effort to return unused material.</li> <li><input type="checkbox"/> Contractor not in compliance with their own QA Program.</li> <li><input type="checkbox"/> The contractor did not provide repair recommendations, but relied on the government to solve production problems.</li> </ul>
---	---	---	--	--

			<p><b>provided repair recommendations that did not adequately address the problems encountered or were not effectively implemented.</b></p>	
<b>Comments</b>	<b>Comments</b>	<b>Comments</b>	<b>Comments</b>	<b>Comments</b>
<p>– <b>Did contractor utilize any innovative processes that benefited the Government?</b></p> <p>– <b>How well did the contractor deliver on the original specification package?</b></p> <p>– <b>How well did the contractor use economic workarounds to avoid missed milestones and/or rework caused by inadequate technical documentation?</b></p> <p><b>NOTE – These elements will also be examined as they relate to execution planning.</b></p>				

D. Deviation: The Fee Determining Official (FDO) may deviate from the award fee derivation method described above to address unique considerations, or circumstances, not otherwise incorporated in this clause. Such unique considerations, or circumstances, must be documented and relevant to the applicable Award Fee Evaluation Period under consideration.

**INCENTIVE FEE:**

The Government shall pay the Contractor a Cost and Schedule Incentive Fee determined as provided in the clause in this contract entitled “Incentive Fee” (FAR 52.216-10).

A. Incentive Fee Evaluation Period: The Incentive Fee Evaluation Period shall be established to coincide with the Award Fee Evaluation Period defined in paragraph (A) above.

B. Scope of Work Evaluated: The Incentive Fee Evaluation will include execution planning, all scheduled availabilities and inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance) completed within the Incentive Fee Evaluation Period. Scheduled availability, execution planning and inter-availability work CLINS will be considered completed sixty (60) days following completion of the work for each specific CLIN.

C. Evaluation Categories: The Contractor's performance during each Incentive Fee Evaluation Period will be evaluated in the following areas:

1. Cost
2. Schedule

The Contractor will be notified of changes in the evaluation categories as well as any adjustments to the weighing of categories, if any, prior to commencement of each evaluation period.

**D. Incentive Fee Process:**

**1. Cost Incentive:**

**a. Cost Incentive Fee Parameters:**

- (i). Target Cost: As used in this contract, is the estimated cost of this contract as initially negotiated or adjusted in accordance with paragraph (c) of this clause.

(ii). Target Fee: As used in this contract, equals four percent (4.000%) and represents the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the Target Cost or adjusted in accordance with paragraph (c), "Equitable Adjustments," below.

(iii). Maximum Cost Incentive Fee: The Maximum Cost Incentive Fee payable shall not exceed six percent (6.000%).

(iv). Minimum Cost Incentive Fee: The Minimum Cost Incentive Fee payable shall be zero percent (0.000%).

b. Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

c. Equitable Adjustments: When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the Target Cost is authorized under any other clause, equitable adjustments in the Target Cost, Target Fee, Minimum Fee, and Maximum Fee, as appropriate, shall be stated in a supplemental agreement to this contract.

d. Cost Incentive Fee Payable: The Cost Incentive Fee payable under this contract shall be the Target Fee increased by fifty (50) cents for every dollar that the total allowable cost is less than the Target Cost or decreased by fifty (50) cents for every dollar that the total allowable cost exceeds the Target Cost. In no event shall the Cost Incentive Fee be greater than six (6.0%) percent of Target Cost. Minimum Fee is zero percent (0.0%).

e. The fee shall be subject to adjustment, to the extent provided in paragraph (c) of this clause, and within the minimum and maximum fee limitations in above paragraphs (iii) and (iv) of this clause, when the total allowable cost is increased or decreased as a consequence of:

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

f. If this contract is terminated in its entirety, the portion of the Target Fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

g. For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of:

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

h. All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (1), unless otherwise specifically provided in this contract.

2. Schedule Incentive: The contractor shall be compensated for completing work on or before negotiated milestone completion dates.

a. Schedule Incentive Fee Computation: The total amount of the Schedule Incentive Fee is one point two three two percent (1.232%) of the target cost negotiated at the time the option is invoked. The fee will be weighted by the RMC among the milestones chosen as incentives for work to be performed. The contractor shall earn the Schedule Incentive Fee if the work associated with each milestone is completed on or prior to the associated milestone date and verified by the local RMC after onsite review of the completed work. The contractor shall be paid this fee, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, together with a copy of the unilateral modification to the contract authorizing payment of the fee. The contractor's invoice must cite the appropriate accounting data in order for payment to be effected.

b. Schedule Milestones: The milestones, descriptions, amounts and dates for Milestones/Key Events will be established, by the Government, at the time work to be performed is definitized, negotiated and invoked. For CLIN 0001 the Government will establish milestones forty-five (45) days after contract award.

c. Potential Milestones/Key Events (not all-inclusive):

- Completion
- Docking and Undocking
- Crew Move Aboard
- Sea Trials
- Combat System Testing
- Production Completion Date

d. Equitable Adjustments: When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the Target Cost is authorized under

any other clause, equitable adjustments in the Milestone completion dates, as appropriate, shall be stated in a supplemental agreement to this contract.

E. Contract modification: The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

F. Inconsistencies: In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

NOTE: FEE EVALUATION PERIODS WILL BE PROMULGATED FOLLOWING CONTRACT AWARD.

CLAUSES INCORPORATED BY FULL TEXT

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

**LIMITATION OF COST/LIMITATION OF FUNDS (NAVSEA) (SEP 1990)**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

CLAUSES INCORPORATED BY FULL TEXT

**LIMITATIONS ON INDIRECT COST RATES (NAVSEA) (OCT 1990)**

(a) Pursuant to FAR 42.707, an indirect cost rate ceiling is incorporated into the contract. "Indirect cost" is defined as set forth at FAR 31.001 and 31.203. "Indirect cost rate" is defined as set forth at FAR 42.701.

- (b) Notwithstanding the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), the allowable indirect cost under this contract shall be obtained by applying limitations on indirect cost rates to bases agreed upon by the parties, as specified below.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with FAR Subpart 31.2 in effect on the date of this contract, as limited by the indirect cost rates established by this requirement.
- (d) For the first three Contractor fiscal years, the indirect cost rates contained in the Contractor's accepted contract proposal shall be incorporated into the contract schedule as limitations on indirect cost rates for each Contractor fiscal year of contract performance. The bases to which the indirect cost rates apply shall be those contained in the Contractor's accepted contract proposal and hereby, incorporated into the contract schedule, in accordance with the Contractor's accounting system upon which its proposal was based.
- (e) After the first three Contractor fiscal years, the Contracting Officer and Contractor shall negotiate the limitations on indirect cost rates for subsequent Contractor fiscal years (unless the parties agree to a different period) and execute a written indirect cost rate limitation agreement setting forth the results. The agreement shall specify (1) the agreed-upon indirect cost rates, (2) the bases to which the rates apply, (3) the fiscal year (unless the parties agree to a different period) for which the rate applies, and (4) the specific items treated as direct costs or any change in the items previously agreed to be direct costs. The agreement is incorporated into this contract upon execution.
- (f) Pending establishment of indirect cost rates for any subsequent Contractor fiscal year (or other period agreed to by the parties), the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final indirect cost rates for that period are established.
- (g) The Government will not be obligated to pay any additional amount should any final indirect cost rates for any Contractor fiscal year (or for any different period agreed to by the parties) after the first three fiscal years) of contract performance exceed the indirect rates incorporated into the contract schedule. In the event any of the Contractor's final indirect cost rates are less than the indirect cost rates incorporated into the contract schedule, the incorporated rates shall be reduced to conform with the lower rates.
- (h) The limitations on indirect cost rate shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. If facilities capital cost of money is proposed as an allowable cost, the rates proposed shall be subject to the limitations imposed by this requirement.
- (i) The limitations on the indirect cost rate shall apply to all work performed under the contract, and to all change orders and supplemental agreements, including changes due to growth, supplemental, emergent and new work.
- (j) Notwithstanding any of the terms of this requirement, should the Contractor initiate a change to its accounting systems which would alter the composition of any overhead base or pool effected by this requirement, the Contracting Officer and Contractor shall negotiate to determine the rate ceilings to be applied to the new overhead pools, provided that no agreement shall be made which would increase the costs paid by the United States under this contract.
- (k) The limitation on indirect cost rates specified in the Contractor's cost proposal shall be the rates used to compute the costs in the Contractor's cost proposal upon which the award is based.

CLAUSES INCORPORATED BY FULL TEXT

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to four percent (4%) for the cost incentive and one point two three two percent (1.232%) for the schedule incentive of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

#### CLAUSES INCORPORATED BY FULL TEXT

#### PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

(a) Reserved

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "TECHNICAL DATA--WITHHOLDING OF PAYMENT" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "LIMITATION ON WITHHOLDING OF PAYMENTS (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

#### CLAUSES INCORPORATED BY FULL TEXT

#### REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

#### CLAUSES INCORPORATED BY FULL TEXT

#### TRAVEL COSTS (NAVSEA) (MAY 1993)

(a) The Contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for Contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the Contractor's facility for performance of contract work.

(b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before or after these workers' regular shifts, and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.

(d) Additionally, the Contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting Contractor or subcontractor personnel between the Contractor's facility (or subcontractor's facility), and any other worksite to perform Phased Maintenance Availabilities (PMAs)/Drydocking Phased Maintenance Availabilities (DPMAs). Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the Contractor on behalf of the work force.

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

## Section C - Descriptions and Specifications

### PART 1 – STATEMENT OF WORK

A. The Contractor under the direction of the Regional Maintenance Center (RMC) and as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities (except those furnished by the Government under express provisions of this contract) necessary for the accomplishment of the work identified in this Multi-Ship Multi-Option (MSMO) contract.

B. The Contractor is advised that the purpose of this contract is intended to provide the Navy with scheduling flexibility in the execution of the maintenance and modernization of these ships. Schedule changes will occur and the contractor will be expected to accommodate them within the scope and terms of this contract.

The Contractor shall participate in periodic meetings, as designated, to facilitate execution planning and status reporting related to DDG 51 and FFG 7 Class availabilities, including but not limited to the following:

1. Participation in Surface Team One and Commander Navy Regional Maintenance Center (CNRMC) chartered events
2. Discussions of action items resulting from lessons learned, including “Hotwash” reviews, following the completion of each scheduled availability
3. Best business practices learned and employed
4. Execution planning requirements
5. Progress assessments, and
6. Participation in Project/Maintenance Team forums designed to enhance work package integration (Forums will be conducted at a time mutually agreed to by primary participants: Government Designated Planning Activity, NSA, Third Party/AITs, Ship's Force, and Prime Contractor)

The Contractor shall strive to identify material requirements to establish long term dedicated vendor relationships to maximize cost savings through material purchases and configuration control. All standard stock Long Lead Time Material (LLTM) listed in the Navy Data Environment (NDE) for Program Alts (Formerly Title Program ALTs), Fleet Alts (Formerly Title D & AER), excluding Headquarters Systems Command (HSC) material, shall be requisitioned from the Navy and Defense Supply Systems. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract. The exception to the requirement to use the Navy and Defense Supply Systems is when material from said supply systems is unable to support start of availability, or local procurement is more cost effective to obtain the identical item.

The Contractor shall coordinate with the Government Designated Planning Activity, which is currently the DDG 51 and FFG 7 Class Planning Yards\* for class design, specifications, material identification and material ordering.

The Contractor shall comply with all environmental and safety laws and regulations, including port-specific environmental and safety laws and regulations.

\*Hereinafter, all references in this contract to the Government Designated Planning Activity refer to, what is currently, the DDG 51 and FFG 7 Class Planning Yards.

0001 ACCOMPLISH THE EXECUTION PLANNING FOR USS INGRAHAM (FFG 61) FY12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY

1.1 SCOPE

The contractor is required to accomplish the execution planning functions for the **USS INGRAHAM (FFG 61), FY 12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** per the contract specifications and the detailed data provided by the Government in the contract. All work shall be coordinated with the Supervisor to ensure that Execution Planning efforts between Contractor and Government Designated Planning Activity are not duplicated.

1. The Contractor is required to accomplish the execution planning functions described herein utilizing Table C-1 for reference purposes only to accomplish execution planning procedures and processes established by the Contractor using the work specifications, drawings, test procedures and other detailed data provided by the Government in the contract.

NOTE: NOTIONAL EXECUTION PLANNING SCHEDULE BELOW IS TO BE USED AS A GUIDE FOR OFFERORS - AFTER AWARD, THE CONTRACTOR SHALL USE THE MOST CURRENT MILESTONES AT START OF PLANNING AS LISTED IN THE JOINT FLEET MAINTENANCE MANUAL (JFMM). OPTIONAL MILESTONES SHALL BE USED AS DIRECTED BY THE GOVERNMENT.

Table C-1: Planning Milestones

SHIPMAIN PLANNING PROCESS MILESTONES												
Event #	Task/Milestone	Responsible Activity	CFT 4 and CFT 2 Entitled Process (in days)									Comments/ Remedial Action
			Modern Milestones	CFT 4 Critical	CNO MSMO (entitled)	CNO MSMO <\$20M	CNO MSMO >\$20M	CNO FFP	CMAV MSMO	CMAV MSMO	CMAV FFP/ IDIQ	
			(months)			(optional)	(optional)		(entitled)	(optional)		
1	Establish CNO/CM Availability Schedule	TYCOM	A-36		A-720	A-720	A-720	A-720				FRP Baselines are developed on a 3 year cycle. ID CNO avails IAW with that cycle.
2	Fund Modernization Procurement & Installation - Decision Point 3	OPNAV/ FLEET	Varies		Varies	Varies	Varies	Varies				Depends on development and procurement timeline requirements.
3	Issue 2-year rolling Hull Modernization Plan (HMP)	SPM/			A-810 to	A-810 to	A-810 to	A-810 to A-450				Advance planning document to be issued in July each year.
		NAVSEA/			A-450	A-450	A-450					
		TYCOM										
4	Identification of initial list HCPM for ALTS	PARM/ Planning Yard			A-660	A-660	A-660	A-660				HCPM - HQ Centrally Procured Material. This should be for the entire ship class. This should include all known requirements.
5	Provide Incremental Funding for HCPM/LLTM to meet req'd delivery dates	PARM/SPM			A-600	A-600	A-600	A-600				

6	Initiate procurement of HCMP LLTM	PARM/SPM			A-600	A-600	A-600	A-600				
7	PY Submit Funding Request for work assigned	Planning Yard			A-480	A-480	A-480	A-480				
8	Ship Change (SC) Design/ Planning Funds provided	NAVSEA/ TYCOM			A-420	A-420	A-420	A-420				SPAWAR generally funds in FY prior to execution year.
9	Interface Control Drawing (ICD) delivered to alteration developer/PY	PARM	A-12 (A-14)		A-420	A-420	A-420	A-420				
10	Identify drawing development assignments, including Class Drawings	PARMS/ TYCOM/ NAVSEA			A-390	Send to RMC and Planning Yard.						
12	Modernization Work package to support Shipcheck (Locked)	SYSCOM/ TYCOM			A-390	A-390	A-390	A-390				
13	Issue Hull Modernization Plan/Letter Of Authorization (including AITs)	SPM/ NAVSEA/ TYCOM	A-12	A-360	HMPs to be issued in March each year to maintenance Teams to support MMBP. LOAs will be posted at A-360.							
14	Establish Availability in NMD	Maintenance Team			A-360	Select the appropriate set of milestones based on the size of the MMBP: CNO MSMO "Entitled", CNO <\$20M, CNO >\$20, or CMAV MSMO (optional). Enter the selected set of milestones as "Revised" Milestones in NMD.						
15	Request Availability Funding for planning repair work	NSA			A-345	This provides funds for early executor planning.						
16	Task/Fund SID Development	SPM/NSA/ AIT/TYCOM/ RMC Manager	A-10 (A-12)	A-330								
17	Shipchecks completed	Planning Yard	A-10 (A-12)		A-270	No FRP considerations relate to this date.						



26	Identification of AIT Support/Schedule/Impact requirements	AIT Manager	A-4.5	A-135	A-135	A-135	A-135	A-180	A-135	A-135	A-168	Need to develop a complete requirements list. Needs to be integrated with repair reqmt's by the KTR and presented at the WPER.
27	80% of D-level maintenance work package 2K's locked based on \$	Maintenance Team			A-120	A-151	A-155	A-210	NA	NA	NA	Intent is that the planning activity continually develops specs in the most cost effective manner and not batch this work in front of the next pkg development milestone.
28	Cert Plan(s) (eg ILS, software etc) approved. Final date for modernization Ship Change (SC) approval. LOA locked.	SPM/PARM/PM	A-4	A-120	SPM approves Hull Certification. All unresolved PNA modernization Ship Changes (SCs) are removed from the authorization letter at this date. Please note: There is an Interim Policy covering the Fleet Commanders C5I MP policy for approving the Weapon System Baseline Certification at A-30 (CFFC MSG 032037Z MAY 2004).							
29	100% of O level maintenance work package locked	Ship's Force			A-120	A-120	A-120	A-120	A-30	A-30	A-30	Intent is to provide work to be accomplished so that an integrated execution sked can be developed for the WPER.
30	Conduct Work Package Integration Conference WPIC				A-120	A-120	A-120					Provides a forum for early identification of work requirements that require integration to avoid conflicts in execution with other work.

31	*MSMO contractor complete planning and estimating of work assigned as required by the above 80% 2K Lock milestone	MSMO Contractor			A-95	A-126	A-130					Intent is to have a continuous flow of planning quality estimates to eliminate churn in the work package.  *MSMO contractor planning and estimating must be complete by A-95 for all Modernization work items defined in the A-120 LOA Lock.
32	Award AIT contracts for work not being done by prime KTR	AIT Sponsor			A-90	A-90	A-90	A-90	A-90	A-90	A-90	
33	I-level work package fully brokered	Maint Team /Ship's Force			A-90	A-90	A-90	A-90	A-40	A-40	A-40	Intent is to fully broker all known work to I-level by this date.
34	I-level work package fully accepted	RMC			A-75	A-75	A-75	A-75	A-33	A-33	A-33	Intent is for I-level to accept or reject all work brokered to it up to this point in time, work entering later in the process will be subject to normal Business Case Analysis.
35	100% of D-level maintenance work package 2K's locked based on \$	Maintenance Team			A-75	A-92	A-99	A-170	A-30	A-44	A-60	
36	Solicit Bids	RMC			N/A	N/A	N/A	A-120	N/A	N/A	A-50	If CMAV is to be performed under an IDIQ contract and is over \$500k we may need to add 30 days for solicitation IAW Fair Value purchasing policy. This would reset the CMAV solicit bid milestone to A - 70.
37	100% of D-level maintenance work package 2K's planned, estimated	Planning Activity			A-60	A-85	A-92	A-155	A-25	A-37	A-60	Maintenance Team/PMR notify PARM of KTR estimated execution cost and validate Maintenance/Modernization pro-rate split.

38	Submit I-level work package and schedule to KTR for integration	RMC			A-60	A-85	A-92	A-60	A-30	A-30	A-15	
39	Perform risk assessments and verify deliverables to KTR (O,I,D work items and AIT sked reqmts)	Maintenance Team			A-60	A-85	A-92	NLT A-60	A-25	A-25	A-25	This is to confirm that the KTR has all input for his development of the integrated avail sked. Note that for FFP CMAV KTR will not be identified until A-15, verification with KTR will take place at WPER.
40	SHAPEC Package turnover	SHAPEC			N/A	N/A	N/A	A-135	N/A	N/A	N/A	
41	MSMO contractor "publish" pkg in NMD	MSMO Contractor			A-60	A-85	A-92	N/A	A-25	A-37	N/A	
42	Cutoff for bidders questions	PCO			N/A	N/A	N/A	A-100	N/A	N/A	A-30	
43	Submit Bids	Contractor			N/A	N/A	N/A	A-90	N/A	N/A	A-20	
44	Award Contract	RMC			N/A	N/A	N/A	A-60	N/A	N/A	A-15	
45	MSMO contractor submit final package cost proposal	MSMO contractor			A-55	A-71	A-78	N/A	A-25	A-31	N/A	
46	Complete TAR/ Establish Pro-rate based on final cost proposal	RMC			A-50	A-58	A-65	N/A	A-20	A-31		Final funding requirements update with estimate of pro-rates.
47	Provide Availability Funding for Modernization to the RMC	SYSCOMS/ PEO/ TYCOM		A-45	A-45	A-57	A-64	A-75	A-45	A-31	A-45	Includes funding for AIT's support services.
48	Definitize Work Packages	RMC			A-35	A-35	A-35	N/A	A-18	A-18	N/A	
49	Deliver Material (LLTM and Kitted Materials) to Executing Activity	Planning Yards/PARM			A-30	A-30	A-30	A-30	A-20	A-20	A-15	
50	Conduct Work Package Execution Review (WPER) - finalize funding	Maintenance Team			A-30	A-30	A-30	A-30	A-21	A-21	A-10	KTR presents fully planned execution sked (could be a Gantt chart) to the full MT.
51	Start of Availability	Maintenance Team			A-0	A-0	A-0	A-0	A-0	A-0	A-0	
52	Provide	TYCOM			Feb of	Feb of Prior	Feb of Prior	Feb of	Feb of	Feb of	Feb of	

	Maintenance and Modernization Business Plan (MMBP) budget guidance to RMC				Prior FY	FY	FY	Prior FY	Prior FY	Prior FY	Prior FY	
53	Negotiate MMBPs with TYCOM	RMC/SPM			Mar of Prior FY	Start in March complete by June.						

2. Execution Planning requirements include performance of Production Engineering Support, Production Planning, Procurement, Manning & Production Analysis, Production Work Integration, and includes but is not limited to, the following:

a. Providing the necessary management, procurement, test, quality assurance, technical capacity and resources per the requirements of this section. In conjunction with the Project/Maintenance Team, integrate work plans, set priorities, coordinate, and de-conflict all production work performed during the performance period.

b. Provide and maintain an integrated milestone plan and critical path analysis of a rational, integrated and timely production schedule to be used in the availability for its execution planning and procurement/production phases. The plan’s milestones must include those key events necessary to meet contract delivery dates, and shall include the following as a minimum:

- Contractor provided drawing completion date
- Identification of LLTM
- Identification of repair LLTM
- Completion of Contractor Ship Check
- Final Work Item completion date
- Program ALT Estimate completion date
- Final Package proposal date
- Submittal of integrated production schedule
- Availability Start Date
- Crew move ashore date
- Machinery Space Production Completion Date
- Habitability Completion date
- Ship Refueling
- Dock Trials
- Fast Cruise
- Sea Trials
- Contract Completion

c. Develop and utilize a progress measurement system to determine the progress of the execution planning and procurement/production phases. The progressing system shall permit a direct comparison of the progress of completed work to the integrated milestone plan that is to be developed in subparagraph b above.

d. When tasked, conduct ship checks, conduct assessments, prepare Automated Work Requests (AWRs), and develop specifications for CNO availability repair and new work items identified as specified herein. “New work” is defined as work identified after provision of the authorized work package for CNO scheduled availabilities.

(1) Work specifications shall be prepared in accordance with Appendix 4-E of the Joint Fleet Forces Maintenance Manual (JFFM) Volume 7, Chapter 4 and using the NAVSEA Standard Items, Standard Work Items (SWI) and Local Standard Items (LSI) in effect on the date of specification submission.

(2) Specifications will be based on the basic notional specifications and the actual material condition to the maximum extent possible.

(3) The use of Class "B" repairs will be minimized. Actual repairs shall be detailed in the Work Item in accordance with 4-E of the JFFM whenever possible.

(4) Work specifications and detailed cost estimates to the paragraph and trade level shall be prepared and stored in Navy Management Database (NMD) or Enterprise Resource Planning (ERP). Planning products shall be in the 4-E spec format. Once a delivery order is issued, all Requests for Contract Changes (RCC) shall be entered in the NMD Execution module. All planning documents developed by the Contractor become the property of the U.S. Government for reuse by other activities. When an existing Master Specification Catalog (MSC) template is available it must be used in developing the work specification. If a MSC template is not available for use, and a new work specification is developed, it shall be submitted to the MSC as a new template candidate. If a MSC template is available, but the work specification must be significantly altered to suit authorized scope of work, or if changes to technical requirements must be made to the work specification, the Contractor shall submit the revised work specification (proposed change) to the MSC as either a new template candidate, or an update to an existing template candidate. All template candidates submitted to the MSC for consideration shall include detailed cost estimates to the paragraph and trade level. All comments and lessons learned must be provided to the Government for review and possible incorporation into the MSC.

(5) Work Items Specifications and other work products shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy and compliance with provisions of specifications and assignments. The Government is the ultimate approval authority for work item specifications provided by the Contractor. Any corrections found necessary due to error or omission by the contractor, shall be promptly accomplished by the contractor.

e. Plan and schedule for receipt, storage and installation of the Government Furnished Materials (GFM) identified in the work specifications or by the government.

f. If tasked, identify, procure, receive and store authorized LLTM. When authorized, and where practical and economical, the Contractor shall procure, or arrange options for, multi-ship quantities of identical materials.

g. Apply stringent change control procedures to ensure timely identification and incorporation of new work. Growth work will be related to a previously identified work specification item. New work will not be related to any previously authorized work specification item, and the work will be assigned a new specification item number.

#### (1) GROWTH WORK

When tasked, the contractor shall prepare growth work specifications in the 4-E Format. Each work item shall include work operations, trade skills involved, material requirements, estimated man-hours by trades and schedule of which work is to be completed. The Supervisor will review each costed work item when submitted. Authorization to proceed with the work will be provided by the ACO and will be subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable.

#### (2) NEW WORK

All new work specifications written by the Contractor shall be authorized by the ACO, and approved by the Supervisor. Upon receipt of a new work specification, the Contractor shall propose a change in the estimated cost and fee to be incorporated into Section B. The Supervisor will review and approve each work package. Authorization to proceed with new work shall be granted only by the ACO, only after the work has been priced, and will be subject to the

LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable. Once authorization is granted, the Contractor shall update his manning and production analysis.

(3) CONDITION FOUND REPORT (CFR)

(a) The Contractor will identify needed repairs and recommend corrective action during contract performance for those deficiencies discovered which are not covered by the work specifications. As found conditions, needed repairs and corrective action reports will be submitted to the Government in the form of a Condition Found Report (CFR).

(b) All CFR's, cost estimates and supporting data will be submitted via electronic means, into the Navy Maintenance Database (NMD), within five working days of identification of the requirement. At a minimum, the CFR will include the following:

- (1) Identify contract number, ship and hull number
- (2) Serialized by CFR number
- (3) Identification of the applicable Work Item number
- (4) Date requirement was discovered
- (5) Description of the work requirement
- (6) Specific location of the work
- (7) Recommendation for corrective action
- (8) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability). Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.
- (9) Identification of related changes, if any, to the internal milestones and production and contract completion dates. If none, so state.
- (10) The Government Maintenance Team reviews the CFR with the requirement (deficiency), recommendation for corrective action and estimate for correctness. The Government determines if the work is required, and potentially affordable. If the CFR is inadequate or incomplete, it is not automatically rejected back to the Contractor. In many cases, the Government and Contractor will need to meet, discuss the recommendation for corrective action, make ship checks to determine full scope of work and evaluate costs prior to final approval of the CFR.
- (11) When determined that the contractor will write the Request for Contract Change (RCC), the CFR is returned to the Contractor as "approved" in NMD with instructions to write the RCC for growth work, or other action as necessary.

(c) In concert with the "approved" CFR, an RCC is generated to accomplish the scope of work as designated by the Government. The RCC may be written by either the contractor or the government as directed by the government.

Upon approval by the Project Manager (PM) on a CFR for growth work, either the Shipbuilding Specialist (SBS) or Contractor will develop a RCC. When tasked, the Contractor will develop the RCC and the estimate in NMD based upon the scope of work agreed to on the "approved" CFR. If required, for Contractor generated RCCs, the SBS will generate an estimate based on the agreed upon scope of work contained in the RCC. In either case, the growth RCC will be generated under the parent item under which the work is being accomplished. Within five working days from receipt of direction on an approved CFR, the Government or the Contractor will develop definitive work specifications in NMD, sequentially numbered, and submit with the manhour and material estimate. RCC's will only be generated by the contractor when approved by a CFR as directed by the Government Maintenance Team.

(d) The contractor shall develop a time and cost estimate, and the time frame for which it is valid, including:

- (1) Class "C" cost estimate (+ - 15%). If the work requirement cannot be estimated within five working days, provide a class "F" estimate (+ - 40%) identifying any potential impact which may affect the current schedule. The class "F" estimate will also contain the date on which a class "C" estimate will be provided.
- (2) Estimated Premium/Acceleration Costs, including premium costs for; material, subcontractors, manhours, rework and any additional costs to ongoing work resulting from inclusion of the CFR work requirement.
- (3) The Contracting Officer interfaces with the SBS, PM and Contractor to determine the final agreed price on the manhours and material.

(e) Reserved

(f) From discovery of the first discrepancy and until submission and completion of the last RCC, the contractor shall develop and maintain an electronic format data report of the overall CFR process in NMD. The report shall be submitted as required. The report shall contain the following information:

CFR and resultant RCC numbers  
Brief description  
Date work requirement was discovered  
Date CFR sent to GOVERNMENT for consideration  
Date of GOVERNMENT response, i.e. authorization to proceed with the work and to issue RCC or New Work specification, no action required, etc.  
Status of CFR's  
Date of RCC or New Work specification submission  
Status of RCC or New Work specification submission, accepted or re-write required  
Date of GOVERNMENT approval of RCC or New Work specification  
Date of COPA submission  
Date of Negotiation completion  
The above listed data shall be displayed in the contractor's award fee submission

(g) From discovery of the first discrepancy and until submission and completion of the last RCC, develop and maintain an electronic format data report of the overall RCC and New Work process. The report shall be submitted as required. The report shall contain the following information:

RCC, New Work and assigned work item numbers  
Brief description  
Date RCC was sent to GOVERNMENT for consideration  
RCC final cost estimate  
Status of RCC or New Work specification submission, accepted or re-write required  
Date of GOVERNMENT approval of RCC or New Work specification  
Comments, example, scope change between CFR and RCC.  
Date RCC/New Work spec was negotiated

(h) If tasked the Contractor shall prepare ship specific installation drawings, subject to Government Designated Planning Activity approval, and ultimate approval by the

Government for repeat SHIPALTs. Drawings shall be prepared in accordance with NAVSEA Technical Specification 9090-600.

(i) If tasked the Contractor shall compile an Actual Weight and Moment Report and/or stability study, through liaison with the Government Designated Planning Activity in accordance with General Specification for Overhaul of Surface Ships (S9AA0-AB-GOS-010) and the Surface Ship and Carrier Entitled Process for Modernization (SSCEPM) Management and Operations Manual (SL720-AA-MAN-030).

(j) The Contractor shall develop and provide red line/ "as built" drawings. The Contractor shall not modify the basic design features of the engineering data provided by the Government. If the contractor deems modifications necessary, the Contractor shall follow the Liaison Action Request (LAR), Engineering Change Proposals and Request for Deviations & Waivers procedures of NAVSEA Technical Specification 9090-100.

(k) Drawings, data and other work products shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy and compliance with provisions of specifications and assignments. The Government is the ultimate approval authority for specifications and drawings provided by the Contractor. Any corrections to drawings or other work products found necessary due to error or omission by the contractor shall be promptly accomplished by the contractor. The Contractor shall account for government approval in their scheduling time line.

(l) The contractor shall be responsible for ensuring that interference-free, technically accurate drawings are received and for calling to the attention of the Supervisor, orally and in writing, any interface and interference problems requiring revision to drawings.

(m) All drawings and other data developed by the contractor shall represent a practical engineering solution based on the best trade-off among total cost, reliability, maintainability and availability of materials, with efficient utilization of technical labor skills, state-of-the-art industrial capability, and timely accomplishment of the task. The design will meet the requirements of the DDG 51 and FFG 7 Class Design Specifications by ship and the General Specifications for Overhaul and be presented in a format consistent with the requirements of the references and instructions in force on the start date of the work assignment. Maximum utilization of existing "Class" drawings and Navy Standard Drawings will be made. Redrawing or tracing in whole or in part, of the existing class or standard drawings will not be permitted unless specifically approved by the Government Designated Planning Activity and authorized in writing by the appropriate RMC. All drawings shall be provided in a format acceptable to the Government Designated Planning Activity.

(n) Apply stringent configuration control procedures to identify and incorporate all procured material for authorized and emergent work in the configuration baseline. Contractors shall use the detailed data provided by the Government to perform authorized alterations, repairs and maintenance. If production work cannot be accomplished according to the detailed data, the Contractor must submit a request per the Deviation and Waivers procedures of MIL-STD-973.

(o) All drawings and other data to be furnished shall be reviewed and approved by the Contractor's Chief Design Engineer prior to delivery to the appropriate RMC for approval.

(p) Prepare material ordering lists, develop engineering data, submit Liaison Action Requests (LAR), and correct engineering drawings as authorized and approved by the Supervisor.

(q) The Contractor is required to comply with the following documents or their subsequent revisions in effect at the time of contract award and/or option exercise, as well as applicable current instructions, general specifications, type plans, naval ship technical manuals and directives from the Naval Sea Systems Command, which shall be used in the technical requirements of work under the Contract.

<b>SPECIFICATIONS/ STANDARDS / TECHNICAL REQUIREMENTS</b>	
NAVSEA S9AA0-AB-GOS-010/GSO	General Specification for Overhaul of Surface Ships
NAVSEA S9AA0-AB-GOS-030	General Specification for Overhaul of Surface Ships (GSO) AEGIS Supplement
ASME-Y14.100M ASME-Y14.24	Engineering Drawing Practices Types and Applications Of Engineering Drawings (Chapter 200 of MIL-STD-100) Associated Lists (Chapter 700 of MIL-STD-100)
ASME-Y14.34M ASME-Y14.35M	Revision Of Engineering Drawings and Associated Lists (Chapter 600 of MIL-STD-100)
MIL-DTL-31000B	Technical Data Packages, General Specification For
EIA 649 dated 2/1/1999	National Consensus Standard For Configuration Management
MIL-HDBK-61A	Configuration Management Guidance
MIL-PRF-49506	Performance Specification Logistics Management Information
MIL-PRF-5480G	Performance Specification Data, Engineering and Technical: Reproduction
MIL-M-9868E (1) [INACTIVE]	Military Specification Microfilming of Engineering Documents, 35mm, Requirements For
MIL-STD-38784 Notice (2)	Standard Practice For Manuals, Technical: General Style and Format Requirements
MIL-STD-2042	Fiber Optic Cable Topology Installation Standard Methods For Naval Ships
<b>NAVAL INSTRUCTIONS</b>	
T0300-AB-GYD-010 Note: in para 2.d.1, this was 0900-LP-079-5010	Ship Repair Contracting Manual, Appendix 4-E
SL720-AA-MAN-030	Surface Ships and Carriers Entitled Process for Modernization (SSCEPM) Management and Operations Manual Revision 2
NAVSEAINST 4790.1A	Expanded Ship Work Breakdown Structure (ESWBS) for Ships, Ship Systems and Combat Systems
S9040-AC-IDX-010	Ships 3-M Reference Information CD (This CD contains the ESWBS information-- Expanded Ship Work Breakdown 5D VOL. 1 Structure for Ships, Ships Systems and Combat Systems VOL. 2 Users Guide for the Expanded Ship)

(s) Apply approved quality assurance procedures per the specifications of this contract. Ensure that procured material and performed engineering and production work will achieve and maintain the required quality standards.

(t) As part of the planning process, the contractor shall continuously identify and update estimates for work scheduled to be performed during availability execution. The purpose of continuous estimating is to allow the Contractor to communicate work item cost estimates which will allow the Government time to adjust the proposed work package due to fluctuations between budgeted and estimated work item costs. It will further allow the Government and Contractor to incrementally review estimate variations in support of the TAR. The contractor is required to meet the milestones depicted or their subsequent

revisions in effect at the time of contract award and/or option exercise as detailed in the Joint Fleet Modernization Manual (JFMM).

(u) Fiber Optic cables and components possess unique handling and installation requirements. The components shall be qualified or approved in accordance with the Qualified Products List (QPL) or the Navy Recommended Fiber Optic Components Parts List. The design, testing, installation, stowage and handling of fiber optic cables and their associated components shall be in accordance with MIL-STD-2052 and MIL-STD-2042 using MIL-HDBK-2051 as guidance. Current Navy reference guidance is available on the Navy Shipboard Fiber Optics website, <https://fiberoptics.nswc.navy.mil>.

0002 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS INGRAHAM (FFG 61) FY 12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

2.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS INGRAHAM (FFG 61), FY 12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the following statement of work with the exception of the dry-docking requirements. .

For designated dry-docking availabilities the Contractor shall make certified dry-docking facilities available for accomplishment of work items below the ship's waterline. Requirements of this item include, but are not limited to, the following:

- a. Provide the management, technical, procurement, production, testing and quality assurance necessary to prepare and accomplish the repair and alteration of **USS INGRAHAM (FFG 61), FY 12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the requirements stated in this Section, the Work Item Specifications contained in Section J Attachment 1, the Delivery Schedule specified in Section F, and all other terms and conditions set forth in this contract.
- b. Accomplish planning and scheduling to ensure a rational, integrated and timely plan for receipt, storage and installation of Government Furnished Material as identified in work item specifications, and for accomplishment of production work. Provide an integrated milestone plan for the availability. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis (if required) and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alteration of **USS INGRAHAM (FFG 61), FY 12 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** within the availability dates specified in Section F.
- c. Develop Progress Measurement Systems to permit the determination of the physical progress of completed work for each of the elements in the scheduling plan, including material, manpower, engineering, production, tests and trials. The progress measurement system shall permit a direct comparison of the physical progress of completed work to the planned performance measurement baseline for each of the elements in the scheduling system.
- d. Establish management procedures and systems to identify behind schedule conditions and unfavorable schedule variances, using the scheduling systems performance measurement baseline and the progress measurement systems. The applied systems and procedures shall provide timely identification of scheduling problem areas to permit prompt management action to correct unsatisfactory conditions.
- e. Apply stringent change control procedures to ensure timely identification and incorporation of new work. "New work" is defined as work identified after provision of the authorized CNO availability Package. Growth work will be related to a previously identified work specification item. New work will not be related to any previously authorized work specification item, and the work will be assigned a new specification item number.

(1) GROWTH WORK - When tasked, the contractor shall prepare growth work specifications in the 4-E Format. Each work item shall include work operations, trade skills involved, material requirements, estimated man-hours by trades and schedule of which work is to be completed. The Supervisor will review each costed work item when submitted. Authorization to proceed with the work will be provided by the ACO and will be subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable.

(2) NEW WORK - Specifications for new work may be written by the Contractor. Upon receipt of a new work specification, the Contractor shall propose a change in estimated cost and fee to be incorporated into Section B. The Government will review each work package submitted by the contractor. Authorization to proceed with the work will be provided by the ACO only after the work has been priced and negotiated, and will be subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable.

f. Prepare and submit in definitive form, a proposal for accomplishment of emergent work. This proposal shall be submitted within five working days after work identification in accordance with the detailed requirements for emergent work proposals and emergent work specifications detailed in DD Form 1423, CDRL, attached hereto.

g. The Navy intends that all basic and new work authorized for the repair and alteration of ships be compatible with the scheduled availability duration. The Contractor shall accomplish all new work within the scheduled availability duration or inform the ACO as soon as practicable of schedule impacts. Any schedule impacts must be approved by the ACO prior to proceeding with the work.

h. Drawings, data and other work products shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy and compliance with provisions of specifications and assignments. The Government is the ultimate approval authority for specifications and drawings provided by the Contractor. Any corrections to drawings or other work products found necessary due to error or omission by the contractor shall be promptly accomplished by the contractor. The Contractor shall account for government approval in their scheduling time line. The contractor shall be responsible for ensuring that interference-free, technically accurate drawings are received and for calling to the attention of the Supervisor, orally and in writing, any interface and interference problems requiring revision to drawings.

i. Apply approved quality assurance procedures as required by this contract and the associated specifications to ensure that procured material and performed production work will achieve and maintain the required quality standards.

j. The Contractor is required to comply with the documents identified below, or their subsequent revisions in effect at time of contract award or option exercise as well as applicable current instructions, general specifications, type plans, naval ship technical manuals and directives from the Naval Sea Systems Command, shall be used in the technical requirements of work under the contract.

k. Fiber Optic cables and components possess unique handling and installation requirements. The components shall be qualified or approved in accordance with the Qualified Products List (QPL) or the Navy Recommended Fiber Optic Components Parts List. The design, testing, installation, stowage and handling of fiber optic cables and their associated components shall be in accordance with MIL-STD-2052 and MIL-STD-2042 using MIL-HDBK-2051 as guidance. Current Navy reference guidance is available on the Navy Shipboard Fiber Optics website, <https://fiberoptics.nswc.navy.mil>.

<b>SPECIFICATIONS/ STANDARDS / TECHNICAL REQUIREMENTS</b>	
NAVSEA S9AA0-AB-GOS-010/GSO	General Specifications for Overhaul of Surface Ships

<b>SPECIFICATIONS/ STANDARDS / TECHNICAL REQUIREMENTS</b>	
NAVSEA S9AA0-AB-GOS-030	General Specifications for Overhaul of Surface Ships (GSO) AEGIS Supplement
ASME-Y14.100M ASME-Y14.24 ASME-Y14.34M ASME-Y14.35M	Engineering Drawing Practices Types and Applications Of Engineering Drawings (Chapter 200 of MIL-STD-100) Associated Lists (Chapter 700 of MIL-STD-100) Revision Of Engineering Drawings and Associated Lists (Chapter 600 of MIL-STD-100)
MIL-DTL-31000B	Technical Data Packages, General Specification For
EIA 649 dated 2/1/1999	National Consensus Standard For Configuration Management
MIL-HDBK-61A	Configuration Management Guidance
MIL-PRF-49506	Performance Specification Logistics Management Information
MIL-PRF-5480G	Performance Specification Data, Engineering and Technical: Reproduction
MIL-M-9868E(1) [INACTIVE]	Military Specification Microfilming of Engineering Documents, 35mm, Requirements For
MIL-STD-38784 Notice (2)	Standard Practice For Manuals, Technical: General Style and Format Requirements
MIL-STD-2042	Fiber Optic Cable Topology Installation Standard Methods For Naval Ships
<b>NAVAL INSTRUCTIONS</b>	
Appendix 4-E of the Joint Fleet Forces Maintenance Manual Volume 7, Chapter 4	Ship Repair Contracting Manual, Appendix 4-E
SL720-AA-MAN-030	Surface Ships and Carriers Entitled Process for Modernization (SSCEPM) Management and Operations Manual Revision 2
NAVSEAINST 4790.1A	Expanded Ship Work Breakdown Structure (ESWBS) for Ships, Ship Systems and Combat Systems
S9040-AC-IDX-010	Ships 3-M Reference Information CD (This CD contains the ESWBS information-- Expanded Ship Work Breakdown 5D VOL. 1 Structure for Ships, Ships Systems and Combat Systems VOL. 2 Users Guide for the Expanded Ship)

#### I. CONDITION FOUND REPORT (CFR)

(a) The Contractor will identify needed repairs and recommend corrective action during contract performance for those deficiencies discovered which are not covered by the work specifications. As found conditions, needed repairs and corrective action reports will be submitted to the Government in the form of a Condition Found Report (CFR).

(b) CFR's, cost estimates and supporting data will be submitted via Navy Maintenance Database (NMD) within five working days of identification of the requirement.

As a minimum, the CFR will include the following:

- (1) Identify contract number, ship and hull number
- (2) Serialized by CFR number
- (3) Identification of the applicable Work Item number
- (4) Date requirement was discovered
- (5) Description of the work requirement
- (6) Specific location of the work
- (7) Recommendation for corrective action
- (8) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability). Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.

(9) Identification of related changes, if any, to the internal milestones and production and contract completion dates. If none, so state.

(10) The Government Maintenance Team reviews the CFR with the requirement (deficiency), recommendation for corrective action and estimate for correctness. The Government determines if the work is required, and potentially affordable. If the CFR is inadequate or incomplete, it is not automatically rejected back to the Contractor. In many cases, the Government and Contractor will need to meet, discuss the recommendation for corrective action, make ship checks to determine full scope of work and evaluate costs prior to final approval of the CFR.

(11) When determined that the contractor will write the RCC, the CFR is returned to the Contractor as "approved" in NMD with instructions to write the RCC for growth work, or other action as necessary.

(c) In concert with the "approved" CFR, an RCC is generated to accomplish the scope of work as designated by the Government. The RCC may be written by either the contractor or the government as directed by the government.

Upon approval by the PM on a CFR for growth work, either the SBS or Contractor will develop a RCC. When tasked, the Contractor will develop the RCC and the estimate in NMD, based upon the scope of work agreed to on the "approved" CFR. If required, for Contractor generated RCCs, the SBS will generate an estimate based on the agreed upon scope of work contained in the RCC. In either case, the growth RCC will be generated under the parent item under which the work is being accomplished. Within five working days from receipt of direction on an approved CFR, the Government or the Contractor will develop definitive work specifications in NMD, sequentially numbered, and submit with the manhour and material estimate. RCC's will only be generated by the contractor when approved by a CFR as directed by the Government Maintenance Team.

(d) The contractor shall develop a time and cost estimate, and the time frame for which it is valid, including:

- (1) Class "C" (+ - 15%) cost estimate. If the work requirement cannot be estimated within five working days, provide a class "F" estimate (+ - 40%) identifying any potential impact which may affect the current schedule. The class "F" estimate will also contain the date on which a class "C" estimate will be provided.
- (2) Estimated Premium/Acceleration Costs, including premium costs for; material, subcontractors, manhours, rework and any additional costs to ongoing work resulting from inclusion of the CFR work requirement.
- (3) The Contracting Officer interfaces with the SBS, PM and Contractor to determine the final agreed price on the manhours and material.

(e) Upon receipt of Government direction to develop a New Work Item specification or a New Work Item written by the Government, provide the work specification and a class "C" cost estimate within three working days.

(f) From discovery of the first discrepancy and until submission and completion of the last RCC, develop and maintain an electronic format data report of the overall CFR process. The report shall be submitted as required. The report shall contain the following information:

- CFR and resultant RCC numbers
- Brief description
- Date work requirement was discovered
- Date CFR sent to Government for consideration
- Date of Government response, i.e. Government generated RCC, authorization to proceed with the work and to issue RCC or New Work specification, no action required, etc.
- Status of CFR's
- Receipt date of RCC or New Work specification submission date

Status of RCC or New Work specification submission, in estimating, etc.  
 Date of Government approval of RCC or New Work specification  
 Date of COPA submission  
 Date of Negotiation completion  
 The above listed data shall be displayed in the contractor's award fee submission

(g) From discovery of the first discrepancy and until submission and completion of the last RCC, develop and maintain an electronic format data report of the overall RCC and New Work process. The report shall be submitted as required. The report shall contain the following information:

RCC, New Work and assigned work item numbers  
 Brief description  
 NMD reason code for the change  
 Date RCC was sent to Government for consideration  
 Original COPA cost estimate and RCC actual cost  
 Status of RCC or New Work specification submission, in estimating, etc.  
 Date of Government approval of RCC or New Work specification  
 Comments, example, scope change between CFR and RCC  
 Date RCC/New Work spec was negotiated

(h) PREMIUM TIME

As part of the contractor's proposal for accomplishing an availability, the contractor will propose the necessary overtime hours. Overtime will not be proposed or negotiated as a percentage of the overall hours. Contractors will propose overtime hours for each work item that requires the use of overtime.

a. When establishing the proposed overtime amount for each work item, contractors will consider such things as:

- (1) Historical use of overtime hours for the work item in previous availabilities;
- (2) Length and time allotted to accomplish the availability;
- (3) Amount and nature of work to be accomplished;
- (4) Number of hours for each trade to accomplish the work;
- (5) Manpower resources available to the contractor to include the number of personnel required by trade;
- (6) Point in time on the critical path of the availability that the work needs to be accomplished;
- (7) Other pertinent facts pertaining to the need for proposed overtime.

b. The contractor's proposal, when submitted, will contain all the supporting data and assumptions that were used in deriving the per work item overtime hour allotments.

0003 ACCOMPLISH THE EXECUTION PLANNING FOR USS RODNEY M DAVIS (FFG 60) FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

3.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS RODNEY M. DAVIS (FFG 60), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

0004 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS RODNEY M. DAVIS (FFG 60), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

#### 4.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS RODNEY M. DAVIS (FFG 60), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0002.

0005 ACCOMPLISH THE EXECUTION PLANNING FOR USS INGRAHAM (FFG 61), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

#### 5.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS INGRAHAM (FFG 61), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

0006 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS INGRAHAM (FFG 61), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

#### 6.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS INGRAHAM (FFG 61), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0002.

0007 ACCOMPLISH THE EXECUTION PLANNING FOR USS SHOUP (DDG 86), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

#### 7.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS SHOUP (DDG 86), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

0008 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS SHOUP (DDG 86), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

#### 8.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS SHOUP (DDG 86), FY14 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0002.

0009 ACCOMPLISH THE EXECUTION PLANNING FOR USS SHOUP (DDG 86), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

#### 9.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of

**USS SHOUP (DDG 86), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001

0010 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS SHOUP (DDG 86), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

10.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS SHOUP (DDG 86), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0002.

0011 ACCOMPLISH THE EXECUTION PLANNING FOR USS MOMSEN (DDG 92), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

11.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS MOMSEN (DDG 92), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

0012 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS MOMSEN (DDG 92), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

12.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS MOMSEN (DDG 92), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0002.

0013 ACCOMPLISH THE EXECUTION PLANNING FOR USS INGRAHAM (FFG 61), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

13.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS INGRAHAM (FFG 61), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

0014 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS INGRAHAM (FFG 61), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

14.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS INGRAHAM (FFG 61), FY16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0002.

0015 ACCOMPLISH THE EXECUTION PLANNING FOR USS TBD (FFG TBD) FY10-15 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

15.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (FFG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

0016 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (FFG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

16.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS TBD (FFG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0002.

0017 ACCOMPLISH THE EXECUTION PLANNING FOR USS TBD (DDG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

17.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (DDG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0001.

0018 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (DDG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY (OPTION)

18.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS TBD (DDG TBD) FY12-16 NON DRY-DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 0002.

0019 DATA REQUIREMENTS (NAVSEA) (SEP 1992) FOR ITEM(S) 0001 AND 0002 - 0018, AND (IF EXERCISED) OPTION ITEM(S) 0100 THROUGH 0799 (SEE EXHIBITS A, B, & C – CDRL(S) ATTACHED)

19.1 SCOPE

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A, B, & C attached hereto.

0020 PROVISIONING TECHNICAL DOCUMENTATION (PTD) – (NAVSEA) (FEB 1994) FOR ITEM(S) 0001 AND 0002 THROUGH 0018, AND (IF EXERCISED) OPTION ITEM(S) 0100 THROUGH 0799 (SEE EXHIBITS A, B, & C – CDRL (S) ATTACHED)

## 20.1 SCOPE

The Provisioning Technical Documentation (PTD) shall be in accordance with the Provisioning Requirements Introduction (Attachment J-5), the Provisioning Statement of Work (Attachment J-6), the Logistics Management Information (LMI) Worksheets (Attachment J-7), the Data Item Descriptions (DIDs), DD Form 1664 (Attachment J-8), and the Contract Data Requirements List (CDRL), DD Form 1423, Exhibits A, B, and C, attached hereto. The contractor shall invoke these PTD requirements in all purchase orders to subcontractors/vendors for the procurement of contractor furnished equipment.

0100-0799 ACCOMPLISH NON-SCHEDULED REPAIR AND ALTERATION REQUIREMENTS BETWEEN CNO SCHEDULED AVAILABILITIES FOR DDG 51 AND FFG 7 CLASS SHIPS HOMEPORTED IN AND/OR VISITING SURFACE SHIPS VISITING EVERETT, WA.

### 100.1 SCOPE

#### a. General

(1) In keeping with COMNAVSURFOR Maintenance Policy, this item provides for the accomplishment of ship maintenance and alteration work, on a continuous basis, or during “windows of opportunity,” by the prime Contractor.

(2) This item includes continuous maintenance and emergent-type work for homeported ships identified in paragraph b. below. Such work shall be performed during the Continuous Maintenance Periods when ships are available between deployments and other at-sea missions and exercises. For visiting surface ships, this item includes emergent-type work and any associated incidental efforts to be performed during the ships’ visiting periods.

(3) From time to time the contractor may be required to provide on-site non-scheduled repair support to ships at remote locations. This work shall be accomplished per the direction of the ACO and the requirements of this contract.

(4) The Contractor shall have the ability to respond to emergent type work as directed by the appropriate RMC, who will determine the appropriate level of response based upon the severity of the casualty and location of the vessel. The Contractor shall not begin work on these requirements prior to the placement of orders by the Administrative Contracting Officer (ACO). The Government reserves the right to order these requirements elsewhere, at its discretion. Nonscheduled work is normally comprised of emergency/emergent or continuous maintenance work.

(5) Certain ships in this contract may be decommissioned during the term of this contract. If tasked, the contractor shall plan and execute decommissioning requirements as defined by the Government.

#### b. Ships of the DDG 51 and FFG 7 Class homeported in EVERETT, WA.

The following ships of the DDG 51 and FFG 7 Class will be homeported in EVERETT, WA during all or part of the duration of this contract:

CLINs/SLINs 0100 – 0799 RESERVED ADMINISTRATIVE CLIN(s) WILL HENCEFORTH BE ASSIGNED TO EACH SHIP, AS DESIGNATED BELOW, AND EXERCISED CHRONOLOGICALLY AS NON-SCHEDULED WORK OCCURS. EACH NON-SCHEDULED AVAILABILITY WILL BE ASSIGNED ITS OWN CLIN FOR ADMINISTRATIVE PURPOSES.

	<u>BASIC CLIN</u>	<u>RESERVED ADMIN CLINs</u>
USS FORD (FFG 54)	0100	0101 - 0199

USS RODNEY M. DAVIS (FFG 60)	0200	0201 - 0299
USS INGRAHAM (FFG 61)	0300	0301 - 0399
USS USS SHOUP (DDG 86)	0400	0401 - 0499
USS MOMSEN (DDG 92)	0500	0501 - 0599
NEWLY HOMEPORTED SURFACE SHIP	0600	0601 - 0699
VISITING SURFACE SHIPS	0700	0701 - 0799

c. Notional Work Package

Representative items to be accomplished are detailed in the notional work package for the DDG 51 and FFG 7 Class provided in Attachment S-1.

d. Planning

When tasked, the Contractor shall prepare work specifications for work items to be approved by the appropriate RMC and authorized by the ACO. Documents shall be prepared per the guidance of CLIN 0020 unless otherwise specified. Reuse of existing specifications shall be done to the maximum extent possible. New specifications after Government approval will be uploaded to the Government database.

Submit a preliminary time and cost estimate for accomplishment of the work listed in the Continuous Maintenance Package. This information is for Government use during the Continuous Planning Progress Meeting. The estimates shall be as accurate as practicable in the following format:

ITEM NO.	TIME REQUIRED IN CALENDAR DAYS	ESTIMATED MANDAYS	ESTIMATED MATERIAL COST	ESTIMATED TOTAL COST (PRELIMINARY)

e. Orders

(1) Orders (or revisions thereto) for supplies hereunder will be placed by the ACO (on the basis of funded requisitions to be supplied by the cognizant Requiring Activity) in the form of modifications (unilateral or bilateral) to this contract. The Contractor shall comply with orders only when so made. (To the maximum extent possible, such orders will be made by bilateral modifications to the contract, which are fully priced and contain definitive delivery schedules.)

(2) In the event the ACO determines that time does not permit negotiation of a bilateral modification, a unilateral modification will be issued by the ACO which will specify a dollar limitation (see paragraph f. below) and a desired delivery schedule for the supplies ordered together with a detailed description of the supplies to be furnished and a statement of the cost and pricing data required to be furnished. Price (estimated cost and fee) and delivery schedule will later be the subject of a bilateral modification to be executed on behalf of the Government by the ACO. Failure to agree on a bilateral modification for any unilateral order shall be considered a dispute within the meaning of the "Disputes" Clause.

f. Limitation of Obligations with Respect to Orders not Finally Priced

The Contractor shall commence work upon receipt of any unilateral modification to this contract. If at any time the Contractor has reason to believe that the price (estimated cost and fee) of an order placed hereunder will exceed the dollar limitation (ceiling price) established by the ACO in a unilateral modification, the Contractor shall so notify the ACO in writing and propose an appropriate increase. Within ten (10) days of such notice, the ACO will either:

(1) Notify the Contractor in writing of such appropriate increase, or

(2) Instruct the Contractor how, and to what extent, the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on a unilateral modification beyond the point where his cost plus a reasonable profit (fee) hereon exceed the dollar limitation, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the dollar limitation specified in any unilateral modification placed pursuant to paragraph e. above.

g. All documents invoked form a part of this Statement of Work (SOW) to the extent specified herein. Where written approval to streamline requirements has not been received from the Government, the full intent of all documents referenced in the SOW shall apply.

No later than 60 days following the completion of each Award Fee evaluation period, submit a cost report to the appropriate RMC listing each RCC/Work Item to be evaluated. This report shall be consistent with the cost elements used for the annual incurred cost submissions required by FAR 52.216-7 under this contract. Cost to be returned at the Standard Item 009-99 and OPNAV 4700 2K levels.

h. Terminal Date for Placement of Orders

The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

## PART 2 – GENERAL REQUIREMENTS

### CLAUSES INCORPORATED BY FULL TEXT

#### ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

## CLAUSES INCORPORATED BY FULL TEXT

## ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

## CLAUSES INCORPORATED BY FULL TEXT

## ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non U.S. citizen employees, including procedures to update data as non U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non U.S. citizens of hostile and/or communist controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22 M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (g) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).

CLAUSES INCORPORATED BY FULL TEXT

ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

#### CLAUSES INCORPORATED BY FULL TEXT

##### APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

#### CLAUSES INCORPORATED BY FULL TEXT

##### COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990)

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

(b) In instances where the Contractor is using commercial facilities to satisfy the berthing requirement, the Contractor hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:

(c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, \_\_\_\_\_ (insert names of Subcontractor) hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

## CLAUSES INCORPORATED BY FULL TEXT

## COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

## CLAUSES INCORPORATED BY FULL TEXT

## CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. N00024-11-R-4402.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

#### CLAUSES INCORPORATED BY FULL TEXT

##### DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

#### CLAUSES INCORPORATED BY FULL TEXT

##### DISPOSAL OF SCRAP (NAVSEA) (ARP 2008)

(a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.

(b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.

(c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY" (FAR 52.245-1) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

#### CLAUSES INCORPORATED BY FULL TEXT

##### EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

## CLAUSES INCORPORATED BY FULL TEXT

## EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, no does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

## CLAUSES INCORPORATED BY FULL TEXT

## GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Contracting Officer. Notwithstanding any such identification in the Special Contract Requirements or approval by the Contracting Officer, the Contractor agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

## CLAUSES INCORPORATED BY FULL TEXT

## HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)

In order to ensure that Naval vessels and material are protected during gales, storms, hurricanes and destructive weather, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Shipbuilding, Conversion and Repair, U.S. Navy, a copy of such HWP, and shall make such changes in the plan as the Supervisor considers necessary and reasonable to protect and care for vessels and machinery and equipment to be installed therein.

In the event the Supervisor directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

## CLAUSES INCORPORATED BY FULL TEXT

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I  
(NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or

(2) By submitting a request to the  
Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5094  
Telephone (215) 697-6396  
Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this

contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

CLAUSES INCORPORATED BY FULL TEXT

PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

#### CLAUSES INCORPORATED BY FULL TEXT

#### PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS - ALTERNATE I (NAVSEA) (JAN 2008)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

- (1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006
- (2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract

and;

(3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

(i) Citation of contract number;

(ii) Security classification of materials to be printed;

(iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;

(iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;

(v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS;

(vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;

(vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

<u>Printing</u>	<u>Minimum number of working Days required by DAPS</u>
Up to 200 copies per original	30
201 to 400 copies per original	40
401 to 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extensions, in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request. If performance of all or part of the work under this contract is delayed or interrupted by said late shipment by DAPS, an adjustment shall be made pursuant to the "GOVERNMENT DELAY OF WORK" (FAR 52.242-17) clause of the contract.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS, and the Government shall reimburse the Contractor for any costs incurred on account of replacement of material lost or damaged by DAPS or a printer under contract to DAPS. If such loss or damage of material causes a delay or interruption of performance of all or any part of the work under this contract, an adjustment shall be made pursuant to the "GOVERNMENT DELAY OF WORK" clause of the contract.

(f) The costs of printing, binding, packing and distribution by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing and the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

#### CLAUSES INCORPORATED BY FULL TEXT

##### PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

#### CLAUSES INCORPORATED BY FULL TEXT

QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)

(a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, ACN Notice 1 of 16 Feb 99. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.

(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of SEA 08. Because of health and safety considerations, such matters will continue to be handled as directed by SEA 08.

CLAUSES INCORPORATED BY FULL TEXT

REMOVALS (NAVSEA) (SEP 1990)

The Contracting Officer may, by written notice to the Contractor, direct removal of any or all of the property from storage. Within the shortest practicable time after receipt of such notice, but in no event more than thirty (30) days thereafter, unless a longer period is agreed to by the parties hereto, the Contractor will dismantle, prepare for shipment and load the item of property affected, on a common carrier at the place of storage in accordance with sound industrial practice and such instructions as the Contracting Officer may issue. The Contracting Officer may, by written notice to the Contractor direct the return of any item of the property removed, and the Contractor shall store the property at the Plant as provided for in Section F. In the event such items are removed and forwarded to a Government depot or to a party other than the Contractor, removal and return to storage of said items shall be at the expense of the Government.

CLAUSES INCORPORATED BY FULL TEXT

REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA):

MCA (Name): \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_

For purposes of requisitions of Government Furnished Material from the Federal Supply System, the Contractor:

has been assigned Defense Activity Address Code (DODAAC) \_\_\_\_\_ ;

the Naval Sea Systems Command has requested assignment of a DODAAC by the Navy Accounting and Finance Center (NAFC).

## CLAUSES INCORPORATED BY FULL TEXT

### SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

#### (a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

#### (b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

## CLAUSES INCORPORATED BY FULL TEXT

### STANDARDIZATION - ALTERNATE I (NAVSEA) (MAR 2011)

(a) In order to support commonality and or standardization, variation within systems, sub-systems and components across the fleet must be reduced. When it is necessary for the Contractor to replace equipment (e.g., changes have been made to requirements, systems, sub-systems or components) or where such sub-systems, equipments or components are not available, the Contractor shall select Hull Mechanical and Electrical (HM&E) equipment/components in the following order:

(b) The Virtual Shelf items are to be applied if they meet the contract requirements. The Virtual Shelf is a repository of Total Ownership Cost (TOC) preferred Common designs. NAVSEA Commonality Program identified HM&E equipment/components for the Virtual Shelf that meet cross platform requirements and specifications and provide superior TOC. Information to gain access to the Virtual Shelf is located on the following web site: <http://acc.dau.mil/commonality>.

Some equipment listed on the Virtual Shelf may have supporting commodity contracts. For the Virtual Shelf Items supported by commodity contracts, a supporting commodity contract will appear in the HM&E corridor of the DoD EMall (<https://dod-emall.dla.mil/acct/welcome.action>). These contracts include provisions for direct contractor orders against the contracts. The Contractor will contact the Procuring Contracting Officer (PCO) listed in Section G of this contract and request instructions to register to place orders through the DoD EMall. When Shelf items are available that meet all contract requirements, the Contractor shall design, plan, procure and install according to Shelf guidance. If Shelf items are available and the Contractor intends to use a design other than that on the Shelf, the Contractor shall request a deviation from the Shelf in accordance with CDRL and configuration management procedures specified elsewhere in the contract.

(c) For Contractor Furnished HM&E equipment that meet the contract requirements, have an APL assigned and meet at least one of the following requirements, only a Statement of Prior Submission (SPS) is required. The SPS will be prepared in accordance with NAVSEA Standard Items 009-19.

- (1) Are in use on current ships of the DDG 51 and FFG 7 Ship classes and are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, \*, G, S, X, Z, P.
- (2) Are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, \*, G, S, X, Z, P.
- (3) Have the same form, fit, function of the equipments and components on current ships of the DDG 51 and FFG 7 Ship class.

(d) For HM&E equipment that meet the contract requirements and have no assigned APL (non-standard equipment), or for non-standard HM&E equipment, Provisioning Technical Documentation (PTD) shall be submitted in accordance NAVSEA Standard Item 009-19, Provisioning Technical Documentation, and the requirements of the CDRL, Exhibit(s) A, B, & C.

(e) For non-standard HM&E equipment that does not meet the requirements of paragraph (b) above, new/revised technical manuals shall be developed in accordance with NAVSEA Standard Items 009-39, Technical Manual Contract Requirement (TMCR) for New Technical Manuals for Commercial Equipment/Component, 009-41, Technical Manual Contract Requirement (TMCR) for a Topically Structured Technical Manual, and 009-42, Technical Manual Contract Requirement (TMCR) for Updating Technical Manuals. Technical manual management data shall include those deliverable data items required for Government monitoring/tracking/approval of Contractor's technical manual efforts and the requirements of CDRL Exhibit(s) A, B, & C.

#### CLAUSES INCORPORATED BY FULL TEXT

#### TESTS AND TRIALS (NAVSEA) (OCT 1990)

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

#### CLAUSES INCORPORATED BY FULL TEXT

#### UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

## CLAUSES INCORPORATED BY FULL TEXT

## USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

## CLAUSES INCORPORATED BY FULL TEXT

## RMC C-2-0010 NON SMOKING POLICY

For bidding purposes, contractors are advised that in light of the Navy's policy regarding smoke-free facilities, the entire vessel, topside and below decks, is to be considered a "No Smoking Area" unless otherwise indicated by shipboard policy.

## CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0016 USE OF BLACK OXIDE COATED THREADED FASTENERS  
(BOCTFs)

Due to safety concerns, use of BOCTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in this contract

## CLAUSES INCORPORATED BY FULL TEXT

## RMC C-2-0018 COSAL CONFIGURATION CHANGE DOCUMENTATION (NAVSEA) (JUN 1992)

The contractor shall document all changes to the ship's configuration and prepare all documentation required to bring the ship's COSAL and SPCC Weapons Systems Files (WSF) into agreement with the actual end of availability configuration. Perform COSAL/WSF maintenance action on all planned and actual equipments/components/equipage, whether furnished by the Government or the Contractor.

## CLAUSES INCORPORATED BY FULL TEXT

## RMC C-2-0023 POST-AWARD SUBMISSION

After receipt of award and prior to starting work aboard the vessel, the contractor must submit a list of employees who will work aboard ship to the Commanding Officer of the ship VIA the Project Manager. The list should be on company letterhead, include each employee's name, social security number, and security clearance when required, and bear the signature of a company official.

## CLAUSES INCORPORATED BY FULL TEXT

## RMC C-2-0027 USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PED'S)

The possession and use of portable electronic devices (PED's) within the confines of any naval vessel, or in the contractor's facility where equipment removed from the vessel is being worked, is strictly controlled.

PED's include:

- mobile computing devices such as personal digital assistants (PDA's);
- hand-held or laptop computers;
- mobile telephone devices such as data-enabled cellular telephones;
- two-way pagers, including those with e-mail capability;
- analog and digital sound recorders; and
- digital cameras, including cellular phones with digital imaging capabilities.

Cellular phones with digital imaging capabilities are strictly prohibited. PED's may not be connected to any Navy-owned or controlled network. PED's may not be used to store or process any digital information associated with the conduct of the contract without written authorization from the Naval Supervising Activity (NSA).

#### ASBESTOS, POLYCHLORINATED BIPHENYLS (PCB'S) AND OTHER REGULATED SUBSTANCES

A. For the purposes of this contract, regulated substances are those substances (excluding radioactive material) for which:

1. Applicable federal, state or local regulations, or the safety and health standards cited in Section C - General Requirement "Department of Labor Occupational Safety and Health Standards for Ship Repair" may require special exposure control measures to protect worker health and safety, or

2. In the absence of the specific regulations and standards, the Contractor shall utilize Occupational Safety and Health Act (OSHA) recognized standards for identifying and controlling substances, and requiring special exposure control measures to protect workers in accordance with Section 5(a)(1) of Public Law 91-596 OSHA.

Such measures include, but are not limited to, respiratory protection, protective clothing, industrial hygiene surveys and workplace controls such as containment and ventilation.

B. The Government will remediate or reduce the amount of any identified substance determined to be in such concentrations as to require worker protection measures in the workplace environment as required by paragraph A to the extent such remediation or removal is feasible.

C. Despite the best efforts of the Contractor and Government personnel to anticipate and remediate any conditions where the workplace environment is affected by asbestos, PCB's or other regulated substances, the Contractor may nevertheless encounter unanticipated situations where worker protection measures are required. In this case:

1. The Contractor shall not be relieved of his duty to continue to perform the requirements of this contract, including taking any actions necessary to comply with Section C - General Requirement "Department of Labor Occupational Safety and Health Standards for Ship Repair."

2. Any Contractor effort, except for that specified in paragraph C.3. below, resulting from the actions of paragraph C.1. above shall be an allowable cost under this contract but shall not be the subject of equitable adjustment under the "Changes" clause of this contract.

3. Cost and/or schedule impact resulting from remediation measures (i.e. clean up) required by paragraph A. above and worker protection measures in a level greater than the worker protection measures the Contractor must employ to comply with paragraph C.1. above, shall be the subject of equitable adjustment under the "Changes" clause of this contract.

#### SS C-2-0019 PAST PERFORMANCE ASSESSMENT (as modified) (JUL 2005)

(a) The contractor, in performing this Contract will be subject to a past performance assessment in accordance with FAR 42.15 and the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment will be conducted at six-month intervals, concurrent with the

award fee evaluation periods. Assessments will include the same availabilities being evaluated for each award fee period.

(b) Since communication and feedback regarding contractor performance are always encouraged, the Government may arrange a meeting or meetings with the contractor to discuss the contractor's performance during the evaluation period or prior to preparation of the Contract Performance Assessment Report (CPAR) assessment form. These pre-assessment discussions, if any, will typically focus on firm contract requirements and events, which are deemed to be critical during the evaluation period.

(c) After the Award Fee Board meets, the Government will issue the CPAR report and provide a copy to the contractor. The contractor will have a 30 calendar day period in which to submit comments, rebutting statements or additional information back to the Government. Comments should be focused on the Government's narrative and provide factual views on causes and ramifications of the assessed performance. Contractor comments are limited to the amount of space given in Block 20 of the CPAR assessment form plus two additional 8-1/2 by 11 inch typewritten pages. In rare circumstances, such as a CPAR assessment containing an Unsatisfactory (red) rating, a third typewritten page may be added. All additional pages are considered part of the CPAR form itself. This page limit will be strictly enforced and extra pages will not be reviewed or included with the CPAR. Label all additional pages with the contractor's name, contract number, and period covered by the report. If the contractor elects not to provide comments, it should acknowledge receipt of the CPAR assessment form by signing, dating Block 23 of the form and returning it to the originating office. Contractors should transmit the CPAR form, with or without comments by certified mail or some other controlled method, clearly marked as "Source Selection Information." Should a contractor want to discuss its CPAR assessment prior to commenting, it must request such a meeting in writing, no later than 7 calendar days from the receipt of the CPAR assessment form. This meeting will be held during the contractor's (30) day review period.

(d) If the contractor does not return the CPAR assessment form within the allotted 30 days, Block 22 of a retained copy will be annotated: "The report was delivered/received by the contractor on (dated). The contractor neither signed nor offered comment in response to this assessment." The Government will continue processing the CPAR assessment form.

(e) After receipt of contractor rebuttal comments, the assessment will be sent to the reviewing official for review and signature. The reviewing official, for purposes of this clause, is the Fee Determining Official (FDO) specified in the Determination of Fee clause of this contract. The final CPAR assessment adjective ratings/colors will be the unilateral determination of the reviewing official. The assessment is considered complete when signed by the reviewing official. The assessment is unilateral and not subject to appeal beyond the review and comment procedures described above.

(f) The contractor must protect the CPAR assessment form as "*For Official Use Only, Source Selection Information - See FAR 3.104*" at all times while it is in its possession. -Contractors must ensure that the CPAR form is never released to persons or entities outside the contractor's control and are prohibited from using or referring to CPAR data for advertising, promotional material, pre-award surveys, production readiness reviews, or other similar purposes

(g) The chief executive officer, chief operating officer, or president of the corporate entity responsible for the operating unit for which the assessment was executed can request a copy of the completed assessment, in writing.

(h) The contractor will be assessed on the following elements:

TECHNICAL (QUALITY OF PRODUCT):

PRODUCT PERFORMANCE

The assessment of the Contractor's achieved product performance relative to performance parameters required by the contract; the following are examples of various elements, which could be evaluated:

- Contractor compliance with contract requirements; (i.e., performance in meeting technical requirements)
- Accuracy of the Contractor's reports and procedures such as condition reports, and process control procedures (PCPs)
- Impact on the availability and resources of the customer by contractor's actions or in-actions
- Contractor's responsiveness to technical direction, (not resulting in any change to the contract price or delivery date)
- Effectiveness of the Contractor recommended solutions
- Condition of the ship or vessel (whether the ship or vessel was materially ready to support ship's force when needed)
- Contractor's ability to evaluate problems and provide corrective actions
- Contractor's responsiveness to and control of technical details to ensure that configuration management is maintained
- Contractor's effectiveness of control of GFM/CFM through final disposition
- Contractor's technical effectiveness of selection and control of its subcontractors
- Quality of Contractor's repairs and alterations
- Adequacy of the Contractor's Quality Assurance Program.

#### SCHEDULE (TIMELINESS OF PERFORMANCE):

Assessing the timeliness of the Contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements, etc.; the following are examples of various schedule performance elements, which could be evaluated:

- Contractor's effectiveness in meeting scheduled dates and milestones
- Contractor's effectiveness of coordinating its work with ship's force, RMC, and AIT work items
- Contractor's responsiveness to contract changes and administrative requirements
- Contractor's meeting contract redelivery (including contract closeout, reporting responsibilities and contract administration)
- Contractor's effectiveness in manpower and material utilization.
- Timeliness and efficiency of the contractor's scheduling system and production schedules

#### COST CONTROL:

An assessment of the Contractor's effectiveness in forecasting, managing, and controlling contract cost; the following are examples of various elements, which could be evaluated.

- Contractor's effectiveness in forecasting, managing and controlling contract cost.
- Whether the contractor experienced cost over-run or under-run, and percent relative to the negotiated budget and whether contractor provided timely notifications of cost over-runs
- Amount of rework or corrective work for which contractor will be reimbursed
- Contractor's use and accuracy of historical cost data or other supporting cost data
- Contractor's effectiveness and completeness of cost estimates and proposals
- Contractor's timeliness and completeness of Cost Funds Status Reports/Cost Schedule Status Reports
- Contractor's timeliness and completeness of Variance Analyses

MANAGEMENT:

## MANAGEMENT RESPONSIVENESS

Assessment of the Contractor's management timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to undefinitized contract actions), the contractor's history of reasonable and cooperative behavior, effective business relations, and customer satisfaction. The following are examples of various management responsiveness elements, which could be evaluated:

- Contractor's effectiveness in managing the overall contract effort and coordinating with RMC and ship's force
- Contractor's promptness and accuracy in problem notification
- The degree of the contractor's reasonableness and cooperation
- The degree of the contractor's proactive approach in contract performance
- Completeness in identifying and correcting deficiencies (defined as CARs), and their cause/severity, in a timely manner, and effectiveness of contractor recommended solution(s) to prevent recurrence;
- Contractor's effective and timely resolution of warranty items
- Contractor's effective and timely compliance with environmental and safety regulations and requirements.
- Contractor's effectiveness in their management of quality assurance and test organization.
- Proactive work ethics (e.g. teamwork, cooperation, professionalism and commitment to total project success) are essential characteristics in the path to each completion milestone.
- The ability of the contractor to accept and accomplish growth work without impacting the schedule is also essential.
- Application of lessons learned to future efforts as well as the submittal of effective management and value engineering changes

## SUBCONTRACT MANAGEMENT

Assessment of the Contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals. This element does not apply if there is no work being subcontracted. The following are examples of various subcontract management elements, which could be evaluated:

- Effectiveness of subcontractor control and purchasing;
- Timeliness and completeness of subcontract consent requests
- Percent of subcontract ratification requests vice consent requests
- Contractor's effectiveness in the management of quality and performance of first tier subcontractors
- Contractor's ability to manage subcontractor and prime contractor schedules to include base work, growth work, and new work

The following adjectival ratings and criteria shall be used when assessing all past performance elements:

**Dark Blue (Exceptional).** Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**Purple (Very Good).** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Green (Satisfactory).** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Yellow (Marginal).** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**Red (Unsatisfactory).** Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

#### SS C-2-0025      ADDITIONAL DEFINITIONS

Wherever the term "Job Order" is used in this solicitation/award, it also means "Contract."

Wherever SUPERVISOR OF SHIPBUILDING, C&R, USN, REGIONAL MAINTENANCE CENTER (RMC), or the SUPERVISOR is used in this solicitation/award, all attachments and documents incorporated by reference, it also means Puget Sound Naval Shipyard & Intermediate Maintenance Facility (PSNS & IMF) and/or Naval Station Everett.

## Section D - Packaging and Marking

### CLAUSES INCORPORATED BY FULL TEXT

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated 28 February 2006.

### CLAUSES INCORPORATED BY FULL TEXT

#### IDENTIFICATION MARKING OF PARTS - ALTERNATE I (NAVSEA) (SEP 2009)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipments and electrical parts when used in equipments which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D dated 7 September 2004, or, where MIL-STD-1285D does not cover such a part, in accordance with MIL-STD-130N dated 17 December 2007. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipments and electronic parts when used in equipments which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454A dated 3 November 2000. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N.

(b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

#### MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129P with change 3 dated 29 October 2004.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

#### MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

\_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

## 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	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0100	N/A	N/A	N/A	Government
0200	N/A	N/A	N/A	Government
0300	N/A	N/A	N/A	Government
0400	N/A	N/A	N/A	Government
0500	N/A	N/A	N/A	Government
0600	N/A	N/A	N/A	Government
0700	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

E-1 The Contractor's performance and the quality of the completed work shall be subject to inspection, review and final acceptance by the cognizant RMC or a duly authorized representative thereof.

E-2 Failure of any contractually required document to conform to any of the applicable requirements of this contract will result in the rejection of the non-conforming document. Non-conforming engineering drawing

documents shall be re-examined after correction of all discrepancies. The contractor shall identify the deficiencies corrected and the action taken to prevent recurrence.

E-3 The Inspection System which the Contractor is required to maintain, as provided in paragraph (b) of the clause entitled "Inspection of Supplies-Cost Reimbursement" (FAR 52.246-3), shall be in accordance with ISO 9001 in effect on the date of this contract and NAVSEA Standard Item 009-04 in effect on the date of this contract unless otherwise specified.

E-4 In accordance with paragraph (b) of the clause entitled "Inspection of Supplies--Cost Reimbursement" (FAR 52.246-3), the Contractor shall make his records of all inspection work available to the Government for a period of six (6) months after completion of all work called for in this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES

APPLICABLE TO ITEM 0001 AND (IF EXERCISED) OPTION ITEM(S) 0002 THROUGH 0018 AND 0100 THROUGH 0699

Inspection and acceptance shall be made at destination by a representative of the Government.

### INSPECTION AND ACCEPTANCE OF PROVISIONING TECHNICAL DOCUMENTATION (PTD)

Item(s) 0020 - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

### ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS (NAVSEA) (OCT 1990)

In case any work done or materials or supplies furnished by the Contractor under this contract for any vessel, or the equipment thereof, shall within sixty (60) days of delivery of the vessel to the Government, or the date of final acceptance, whichever occurs first, prove defective or deficient, such defects or deficiencies shall, as required by the Government, be corrected or repaired by the Contractor to the satisfaction of the Contracting Officer; provided,

however, that with respect to any individual work item which is incomplete or deficient at the time of delivery or acceptance, the Contractor's obligation under this requirement to correct or repair such deficiency shall extend sixty (60) days from the date of such correction or repair, whichever occurs first. The Contractor shall be entitled to allowable costs for corrections or repairs performed in accordance with this requirement but shall not be entitled to any additional fee for such work.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0100	N/A	N/A	N/A	N/A
0200	N/A	N/A	N/A	N/A
0300	N/A	N/A	N/A	N/A

0400	N/A	N/A	N/A	N/A
0500	N/A	N/A	N/A	N/A
0600	N/A	N/A	N/A	N/A
0700	N/A	N/A	N/A	N/A

#### CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

#### F-1 PLACE OF PERFORMANCE

Work on all vessels under this contract shall be performed in the ships' homeport and visiting Everett, WA, at the facility identified below or as the ACO shall direct:

NAVAL STATION EVERETT  
2000 WEST MARINE VIEW DRIVE  
EVERETT, WA 98207

#### F-2 PERIOD OF PERFORMANCE

ITEM		PERIOD OF PERFORMANCE
<b>FY 12</b>		
0001		Effective date of contract award through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0002	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
<b>FY 14</b>		
0003	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0004	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0005	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.

ITEM		PERIOD OF PERFORMANCE
0006	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0007	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0008	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
<b>FY 16</b>		
0009	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0010	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0011	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0012	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0013	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0014	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
<b>FY 12-16</b>		
0015	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0016	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0017	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0018	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0019	Data	Effective date of contract award through completion.
0020	PTD	Effective date of contract award through completion.
0100	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0200	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0300	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.

ITEM		PERIOD OF PERFORMANCE
0400	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0500	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.
0600	(Option)	Effective date of option exercise through completion of Non Dry-Docking CNO Scheduled Availability requirements.

### F-3 DELIVERY/REDELIVERY SCHEDULE FOR THE VESSELS

The Government agrees to deliver the vessels to the Contractor at the Contractor's plant on or about the following "Start Dates." The Contractor agrees to redeliver the vessels no later than the following "Completion Dates." These dates are subject to change. The on or about "start dates" for option exercise will be provided if/when the option is exercised.

<u>SHIP</u>	<u>HULL</u>	<u>CNO</u> <u>SCHEDULED</u> <u>AVAIL TYPE</u>	<u>AVAILABILITY DATES</u>		<u>GFY</u>	<u>CLIN</u>
			<u>START</u>	<u>COMPLETION</u>		
USS INGRAHAM	FFG 61	Non Dry-Docking	*		* 12	0002
USS RODNEY M. DAVIS	FFG 60	Non Dry-Docking	*		* 14	0004
USS INGRAHAM	FFG 61	Non Dry-Docking	*		* 14	0006
USS SHOUP	DDG 86	Non Dry-Docking	*		* 14	0008
USS SHOUP	DDG 86	Non Dry-Docking	*	*	16	0010
USS MOMSEN	DDG 92	Non Dry-Docking	*	*	16	0012
USS INGRAHAM	FFG 61	Non Dry-Docking	*	*	16	0014
USS TBD	FFG TBD	Non Dry-Docking	*	*	12-16	0016
USS TBD	DDG TBD	Non Dry-Docking	*	*	12-16	0018

\*To receive a copy of the scheduled availability dates the Contractor shall submit a request via email to shawn.fu@navy.mil and morgan.reese@navy.mil

### F-4 DELIVERY SCHEDULE FOR NON-SCHEDULED REPAIRS AND ALTERATION REQUIREMENTS OF DDG 51 AND FFG 7 CLASS SHIPS HOMEPORTED IN AND/OR SURFACE SHIPS VISITING THE EVERETT, WA AREA BETWEEN CNO SCHEDULED AVAILABILITIES

In cases where orders are placed by bilateral modification, delivery shall be effected in accordance with the delivery schedule established in the bilateral modification. For continuous maintenance periods including emergent type work and interim availabilities, work may be performed at either the Contractor's or Government facility as determined by the ACO. From time to time the contractor may be required to provide non-scheduled repair support to ships at remote locations. This work shall be accomplished per the direction of the ACO and the requirements of this contract.

In cases where orders are placed by unilateral modification, deliveries shall be effected in accordance with the delivery schedule proposed by the Administrative Contracting Officer (ACO) in each unilateral modification, unless the Contractor, within thirty (30) days of the receipt of the unilateral modification, notifies the ACO that the proposed delivery schedule is not acceptable. In the latter case, the Contractor shall propose an alternate delivery

schedule, which shall be the subject of negotiation prior to its inclusion in the bilateral modification expressing the order for the supplies.

Ships of the DDG 51 and FFG 7 Class included in this item that will be homeported in EVERETT, WA during all or part of this contract are:

<b>DDG 51 and FFG 7 Class</b>
USS SHOUP (DDG 86) USS MOMSEN (DDG 92) USS FORD (FFG 54) USS RODNEY M. DAVIS (FFG 60) USS INGRAHAM (FFG 61)

F-5 DELIVERY SCHEDULE FOR DATA (ITEM 0019)

The data provided by the Contractor under Item 0019 shall be delivered as specified on the Contract Data Requirements List, DD Form 1423, Exhibits A, B, & C to this contract.

F-6 DELIVERY SCHEDULE FOR PROVISIONING TECHNICAL DOCUMENTATION (ITEM 0020)

The Provisioning Technical Documentation provided by the Contractor under Item 0020 shall be delivered as specified in the Contract Data Requirements List, DD Form 1423, Exhibits A, B, & C to this contract.

CLAUSES INCORPORATED BY FULL TEXT

HQ F-2-0006 MILESTONES (NAVSEA) (SEP 1990)

(a) The Contractor shall submit, with its bid/offer, dates for the successful accomplishment of the following major job order milestones (See Attachment 1, Section L, Factor D2).

Milestone Event

**Date**

Complete Crew Move Ashore

Docking

Undocking

Start Crew Move Aboard

Start and Completion of all Ancillary Systems  
(Electrical Power System, Air Systems, Cooling)

Water Systems and Gyro Systems, etc.).

Start and Completion of Propulsion System Light-Off

Complete Crew Moving Aboard

Start and Completion of Dock Trials

Start and Completion of Fast Cruise

Start and Completion of Sea Trials

Availability completion

(b) The Contractor shall successfully accomplish the major milestones on, or prior to, the dates listed above.

(c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of this contract entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8) or "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9), as applicable.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

## CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

CONTRACTOR TO PROVIDE PRIOR TO CONTRACT AWARD

---

## CLAUSES INCORPORATED BY FULL TEXT

PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: MR. SHAWN FU, CODE 02442F  
NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE STOP 2030  
WASHINGTON NAVY YARD DC 20376 -2030  
Telephone No. 202/781-1087  
Fax No. 202/781-4637  
Email Address: shawn.fu@navy.mil

ADMINISTRATIVE OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: MR. TOM HYLDAHL, CODE 440.2TH/451ACO  
PUGET SOUND NAVAL STATION & INTERMEDIATE  
MAINTENANCE FACILITY  
2000 WEST MARINE VIEW DRIVE  
EVERETT, WA 98207  
Telephone No. 425/304-5808  
Email Address: thomas.hyl Dahl@navy.mil

## CLAUSES INCORPORATED BY FULL TEXT

## PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (NAVSEA) (JAN 2008)

Applicable to (all CLINs)

For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN (*contract-wide: proration*).

## CLAUSES INCORPORATED BY FULL TEXT

## INVOICE INSTRUCTIONS (NAVSEA) (SEP 2009)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document(s) (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
-

Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>N4523A</u>
Pay Office DODAAC	<u>N68688</u>
Inspector DODAAC	<u>N4523A</u>
Service Acceptor DODAAC	<u>N4523A</u>
Service Approver DODAAC	<u>N4523A</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u></u>
LPO DODAAC	<u>N4523A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

<b>Send Additional Email Notification To:</b>
Tom Hyldahl
thomas.hyldahl@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.217-9107 GROWTH AND NEW WORK (SEP 1990)

(a) It is the Government's intention to ensure that, where it is determined that the work will be performed by the private sector, any growth or new work identified during the overhaul will be awarded to the initial prime Contractor only if a fair and reasonable price can be negotiated for such work. If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following courses of action: (1) defer the work to a repair period after completion of the instant contract; (2) accomplish the work using Government employees during the original overhaul period. (Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause (DFARS 252.217 7011)); and/or (3) conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. The initial prime Contractor and other Master Ship Repair Agreement (MSRA) holders may enter this competition. If other than the initial prime Contractor is successful, the successful Contractor may engage in and complete the work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause.

(b) The offeror shall include in its proposed price the cost of supporting one or more third parties (including Government employees and/or other Contractors' workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for third party workers who must transit the Contractor's facility or any other work site provided by the Contractor at which the ship may be berthed; utilities used aboard the ship or in proximity of the ship in support of the overhaul; and similar requirements. Third party presence will occur only if the prime ship repair Contractor proposes other than a fair and reasonable price. The Contractor shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. The Contractor shall be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which would precipitate third party presence.

(c) This requirement does not preclude the Government from using Government employees to perform new or growth work at any time during the availability provided the use of Government employees is in the best interests of the Government.

#### NAVSEA 5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

Notwithstanding any provision in the "ACCESS TO VESSEL" clause (DFARS 252.217-7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

#### 5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

##### (a) GENERAL

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

##### (b) IDENTIFICATION OF HAZARDOUS WASTES

The work item specifications under this contract identify the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the ACO for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify the ACO within 3 business days of receipt of written notification by the State. After obtaining ACO approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to the ACO for completion.

## 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP  
P.O. Box 8000  
Corona, CA 92878-8000

Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

## 5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

- (i) The calendar period of time during which disruption occurred, or will occur;
  - (ii) Area(s) aboard the vessel where disruption occurred, or will occur;
  - (iii) Trade(s) disrupted, with a breakdown of manhours for each trade;
  - (iv) Scheduling of trades before, during, and after period of disruption;
  - (v) Description of measures taken to lessen the disruptive effect of the change;
- (6) Delay in delivery attributable solely to the change;
- (7) Other work attributable to the change;
- (8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross referenced to the detailed information provided as required above; and
- (9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.
- (c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

#### 5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

- (a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.
- (b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

## 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

## 5252.243-9105 NOTIFICATION OF CHANGES (CT) (JAN 1983)

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any requirement of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

- (i) The date, nature, and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:
  - (1) What ship(s) have been or might be affected by the potential change;
  - (2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change;
  - (3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and

(4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

(i) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary, direct the mode of further performance, or;

(ii) Countermand any conduct regarded by the Contractor as a change, or;

(iii) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

(iv) In the event the Contractor's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that the Contractor is to take no action to implement a potential change pending the Contracting Officer's response to the Contractor's notice of the potential change, except where specifically directed by the Contracting Officer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay to delivery of the ship(s), the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the fourth quarter of 2011, the

Contractor shall deliver to the Government an executed bilateral contract modification, in the format set forth in Exhibit "A" to this requirement, covering the six month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract.

Within sixty (60) days of receipt of the release, the Contracting Officer shall sign and return a copy of the release to the Contractor. If the Contracting Officer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(i) If the release in accordance with paragraph (h) above is not provided to the Government by the Contractor in the time required, the Contracting Officer may execute the release as set forth in Exhibit "A" and send it to the Contractor. If the Contractor fails to execute the release and return it to the Government (with any specific exceptions) within sixty (60) days of receipt thereof, the required release shall then be deemed effective as if signed by the Contractor.

#### Exhibit A to the Requirement entitled "NOTIFICATION OF CHANGES"

This modification reflects the agreement of the parties to the mutual full and final releases for the consequences of that conduct (as conduct is defined in the requirement entitled "NOTIFICATION OF CHANGES"), described below, except the conduct identified in Attachment A hereto is excluded and not covered by the terms of this release.

1. Except for the conduct listed in Attachment A by either party, neither the Contractor nor the Government shall be entitled to any equitable adjustment or to money damages and/or other relief for any conduct, as specified below.

2. In consideration of the foregoing the parties hereby agree to the following release:

a. The Government, for itself, its assigns, vendors, suppliers, and contractors, hereby remises, releases, and forever discharges the Contractor, its officers, agents and employees from any and all entitlement of the Government to equitable adjustment of the contract cost and fee and delivery schedule due to conduct under this contract, which occurred on or before .

b. The Contractor, for itself, its successors, assigns, vendors, suppliers, and subcontractors, hereby remises, releases and forever discharges the Government, its officers, agents and employees from (i) any and all entitlement of the Contractor to equitable adjustment of the contract cost and fee and/or delivery schedule of this contract or of any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party by reason of any conduct which increases the Contractor's cost or time of performance of work under this contract and meets the following conditions (1) known to the Contractor, (2) occurred on or before and (3) the Contractor failed to give notice prior to date of this release, and (ii) any and all liabilities to the Contractor for money damages and/or other relief for the impact of any such conduct, upon this contract or any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party.

#### 5252.243 9113 OTHER CHANGE PROPOSALS (CT) (JAN 1990)

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow,

the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract cost and fee including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by the Contracting Officer under the "CHANGES" clause. The Contractor shall be entitled to an equitable adjustment in the contract cost and fee for the effort required under subparagraph (a), but the Contractor shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the contract cost and fee shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

#### 5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)

The Contractor shall provide necessary tug and pilot services to move the vessel(s) from the fairway of the plant to the pier or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

#### 5252.249-9105 AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE (CA) (JAN 1990)

In the event that this contract is terminated in whole or pursuant to the contract clause entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6) or in the event this contract is discontinued pursuant to the contract clause entitled "LIMITATION OF COST" (FAR 52.232-20), the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-10	Incentive Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2010
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996

52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-2	Government Property Installation Operation Services	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
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	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
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 Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	SEP 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.	NOV 2010
252.216-7005	Award Fee	FEB 2011
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7009	Restriction on Acquisition of Certain Articles Containing Speciaity Metals	JAN 2011
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2010
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009

252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	MAR 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7002	Earned Value Management System	APR 2008
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010
252.251-7000	Ordering From Government Supply Sources	NOV 2004

#### CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters ALTERNATE I (JAN 2011)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)  
(NAVSEA VARIATION II) (SEP 1990)

(a) By written notice to the Contractor, the Contracting Officer may exercise, if at all, any of the Option Items identified in Section B and require the Contractor to provide, within the performance period specified in Section F, the work described in Section C for such Option(s) Item(s) at the estimated cost and base fee set forth in Section B. The option(s) may be exercised after the Contractor's receipt of the Specification Work Package prepared by the Planning Supervisor in accordance with the procedures stated in Section C, but in any event, the Option(s) shall be exercised, if at all, on or before the following dates:

<u>FISCAL YEAR</u>	<u>ITEM</u>	<u>LATEST OPTION EXERCISE DATE</u>
12	0002	TBD
14	0003	TBD
14	0004	TBD
14	0005	TBD
14	0006	TBD
14	0007	TBD
14	0008	TBD
16	0009	TBD

16	0010	TBD
16	0011	TBD
16	0012	TBD
16	0013	TBD
16	0014	TBD
16	0015	TBD
16	0016	TBD
16	0017	TBD
16	0018	TBD
12-16	0100-0199	TBD
12-16	0200-0299	TBD
12-16	0300-0399	TBD
12-16	0400-0499	TBD
12-16	0500-0599	TBD
12-16	0600-0699	TBD
12-16	0700-0799	TBD

(b) The exercise of any item identified under Section B as an Option Item shall also extend the period of performance for the Contract Data Requirements List, DD 1423, Exhibits A, B and C, and the Provisioning Documentation, Exhibits A, B and C.

#### 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30\* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III  
(DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses & Provisions: <http://farsite.hill.af.mil/vffara.htm>

DFARS Clauses & Provisions: <http://farsite.hill.af.mil/vfdfara.htm>

NMCARS Clauses & Provisions: <http://farsite.hill.af.mil/vfnapsa.htm>

(End of clause)

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 Department of Defense FAR Supplement (48 CFR 201) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## CLAUSES INCORPORATED BY FULL TEXT

The following document(s), exhibit(s), and other attachment(s) form a part of this solicitation:

<u>No.</u>	<u>Document</u>
Attachment S-1	DDG and FFG Class Non-Docking Notional Work Item Specification Package*
Exhibits L001 through L007	Section L Cost Exhibits

The following document(s), exhibit(s), and other attachment(s) also form a part of this solicitation and will form a part of the contract resulting from this solicitation:

<u>No.</u>	<u>Document</u>
Exhibits A, B & C	Contract Data Requirements List, DD Form 1423
Attachment 1 to Exhibit C	Technical Manual Contract Requirement (TMCR)
J-1	Work Item Specification Packages <sup>1</sup>
J-2	Contract Security Classification Specification, DD Form 254
J-3	Financial Accounting Data Sheet <sup>2</sup>
J-4	Reserved
J-5	Provisioning Requirements Introduction
J-6	Provisioning Statement of Work
J-7	Logistics Management Information (LMI) Worksheets
J-8	Data Item Descriptions (DIDs), DD Form 1664 <sup>3</sup>

\*Available upon request. See Section L for instructions on obtaining a DVD of the Notional Work Item Specification Package.

<sup>1</sup> Work item specification packages shall be provided by the Administrative Contracting Officer (ACO) after contract award.

<sup>2</sup> Financial accounting data shall be incorporated at the time of contract award.

<sup>3</sup> Contractors shall access the most current version of DIDs through the Department of Defense Database for Military Specifications and Military Standards (ASSIST) website, located at <http://www.assistdocs.com>

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

-----(i) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (vii) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below (offeror to insert changes, identifying change by clause number, title, date). 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.

-----  
 FAR Clause      Title              Date              Change

-----  
-----  
-----

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 on ORCA.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost

accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES  NO

(End of provision)

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

### CLAUSES INCORPORATED BY FULL TEXT

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign  
Government

Description of Interest, Ownership Percentage, and  
Identification of Foreign Government

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product,"

“foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products, including 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 (ii) of the definition of “domestic end product”:

(Line Item Number)-----

(Country of Origin (If known))-----

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

- (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
- (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
- (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or

substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### ACCESS TO VESSELS BY NON-U.S. CITIZENS (ACP) (NAVSEA) (MAR 1997)

(a) The bidder or offeror, in the performance of any contract and/or job order resulting from this solicitation  intends  does not intend (check applicable line) to employ non-U.S. citizens in the performance of work that requires access to naval vessels, work sites and adjacent areas when such vessels are under construction, conversion, overhaul or repair.

(b) If the bidder or offeror "intends" in paragraph (a) above, the bidder shall insert, in the spaces provided below, the required information.

(c) Whether or not the bidder or offeror intends to employ non-U.S. citizens, the actual access of non-U.S. citizens to naval vessels is subject to the requirements of "ACCESS TO VESSELS BY NON-U.S. CITIZENS" in SECTION C, Part 2.

#### ACCESS CONTROL PLAN (ACP)

Approved ACP No. \_\_\_\_\_

If no approved ACP, indicate below, actions taken or anticipated relative to ACP submission to applicable Contract Administration Office (See NAVSEA Instruction 5500.3 (series))

## Section L - Instructions, Conditions and Notices to Bidders

### NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

In accordance with FAR 19.502, the acquisition described in this solicitation is reserved exclusively for participation by small business concerns. The applicable NAICS code for this solicitation is 336611, and the related small business size standard is 1,000 employees. Offerors are advised that the Government will evaluate and consider for award only those proposals submitted by Offerors that qualify as small business concerns under the applicable size standard. Offers received from Offerors that do not qualify as small business concerns will be considered nonresponsive and will be rejected by the Government. Offerors shall refer to the clauses entitled "Notice of Total Small Business Set-Aside" (FAR 52.219-6) and "Limitations on Subcontracting" (FAR 52.219-14) under Section I of this solicitation for further information and requirements relating to a total small business set-aside.

### EXCLUSION OF SOURCES ADVISORY

Offerors are advised that the Government seeks proposals which demonstrate the greatest technical merit at a reasonable cost. Accordingly, Offerors are advised that award may not be made to the Offeror with the lowest evaluated cost to the Government if award to an Offeror with a higher cost proposal affords the Government a greater overall benefit. Award will be made to the Offeror who meets the requirements of FAR Subpart 9.1, "Responsible Prospective Contractors," whose proposal conforms to the requirements of the solicitation and has been determined to be technically acceptable, and whose proposal is determined to offer the "best value" to the Government in accordance with the evaluation criteria and factors set forth in Section M of this solicitation. In this connection, overall technical merit is considered more important than evaluated cost; however, the importance of cost as an evaluation factor will increase as the difference in overall technical merit among competing proposals decreases.

### ADDITIONAL INFORMATION

1. All Offeror questions, concerns, and clarification requests shall be submitted via email to the PCO and Contract Specialist by **TBD**. All emails shall be to: shawn.fu@navy.mil and morgan.reese@navy.mil. Requests received by **TBD** will be answered in writing and provided to all Offerors prior to the required date for submittal of proposals. The Navy reserves the right to not answer any requests received after **TBD**. Furthermore, Offerors should note that the proposal due date will not be extended solely on the basis of requests received after **TBD**.
2. For information on the solicitation, write or call:  
Naval Sea Systems Command  
Attn: Shawn Fu (Code 02442F), Contract Specialist  
1333 ISAAC HULL AVENUE S.E., STOP 2030  
WASHINGTON NAVY YARD, DC 20376-2030  
Telephone: (202) 781-1087  
E-mail: shawn.fu@navy.mil  
  
and  
  
Naval Sea Systems Command  
Attn: Morgan Reese (Code 02441), Procuring Contracting Officer  
1333 ISAAC HULL AVENUE S.E., STOP 2030  
WASHINGTON NAVY YARD, DC 20376-2030  
Telephone: (202) 781-3951  
E-mail: morgan.reese@navy.mil
3. The place of performance under this solicitation is Everett, WA.

4. **The Notional Work Package(s), Attachment S-1, will not be posted on the Federal Business Opportunities website at [www.fbo.gov](http://www.fbo.gov).** Offerors that are interested in receiving a copy of the Notional Work Package (NWP) are required to submit a request via email to the Procuring Contracting Officer, Morgan Reese at [morgan.reese@navy.mil](mailto:morgan.reese@navy.mil) and the Contract Specialist, Shawn Fu at [shawn.fu@navy.mil](mailto:shawn.fu@navy.mil). The Notional Work Package DVD will be available for pickup at approximately **TBD**. Once a request is received, the Navy will provide pickup instructions. **Offerors are limited to one copy each of the Notional Work Package. Offerors will be required to sign a receipt form documenting receipt of the Notional Work Package DVD.**

#### CLAUSES INCORPORATED BY REFERENCE

52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-20 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010) - Alternate II	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost reimbursement contract with incentive fee and award fee elements resulting from this solicitation.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<http://assist.daps.dla.mil>);

(2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(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 Mr. Reese:

COMMANDER  
ATTN: CODE 02441, MR. MORGAN REESE, PCO  
NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE STOP 2030  
WASHINGTON NAVY YARD DC 20376-2030

- (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 & Provisions: <http://farsite.hill.af.mil/vffara.htm>  
DFARS Clauses & Provisions: <http://farsite.hill.af.mil/vfdfara.htm>  
NMCARS Clauses & Provisions: <http://farsite.hill.af.mil/vfnapsa.htm>

(End of provision)

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 Department of Defense FAR Supplement (48 CFR Chapter 201) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)

ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)

(a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.

(b) This solicitation contains military, federal and non-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.

(c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. Offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED	SPEC/STD PROPOSED (Including number, rev. and date)

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

(d) The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion. It is requested that all recommendations be submitted within 15 days from the date of this solicitation.

Acceptance by the Government of alternative specifications or standards does not obligate the Government to conduct discussions under this solicitation.

#### FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the SECRET level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

#### NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NAVSEA CODE SEA 21 or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

#### SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide the information required by DFARS 252.211-7005, paragraph (c).

#### TELEGRAPHIC OFFERS (NAVSEA) (MAY 1993)

Telegraphic offers will not be considered although offers may be modified by telegraphic notice provided such notice is received prior to the time set for the receipt of offers. Telegraphic modifications of offers shall be addressed to:

COMMANDER  
ATTN: CODE 02442F / MR. SHAWN FU  
NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE STOP 2030  
WASHINGTON NAVY YARD DC 20376-2030

#### SPECIAL PROPOSAL RECEIPT REQUIREMENTS (NAVSEA) (SEP 2009)

(a) NAVSEA HQ is located at the Washington Navy Yard (WNY) where access is strictly limited in accordance with Naval District Washington (NDW) security regulations. It is recommended that proposals be mailed in accordance with RFP instructions. In the event you prefer to hand carry your proposal, ensure adequate time has been allowed by your representative to accommodate the additional security procedures. Detention at a NDW gate or failure to adhere to the procedures provided herein will not be considered an exception to timely proposal delivery as addressed in FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions.

(b) Offerors hand carrying proposals shall call the contracting officer or contract specialist at least 48 hours prior to arriving at the WNY to make arrangements. Offerors with proper credentials (CAC or NAVSEA badge) can enter the WNY via the Isaac Hull off M Street SE. other offerors must go to the O Street Gate to obtain a pass from the WNY Pass Office. If driving a vehicle the vehicle must have valid DOD sticker or the offeror must go to the O Street Gate and obtain a vehicle pass from the WNY Pass Office. Vehicles entering NDW are subject to random searches. Packages should not be sealed as they are subject to inspection. Classified material shall be prepared in accordance with current security requirements. The contracting officer or contract specialist may receive the proposal and provide the offeror a receipt with the time and date of delivery.

(c) All offerors shall mark each RFP package with the name of the contracting officer and the contract specialist, their codes and phone numbers. In the event you have not been provided with this information contact the person listed in block 10 of the SF 33.

## RMC L-2-0015 USE OF OZONE DEPLETING SUBSTANCES (AUG 93)

(a) In accordance with Section 326 of Pub. L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone-depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SA)). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below.

Class I ODS Identified      Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES  
(NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E

Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

ADMINISTRATIVE/TECHNICAL SUPPORT:

The following firm may assist the Government during the proposal evaluation process. If an Offeror objects to this firm having access to its proposal to provide such assistance to the Government, the Offeror must notify the Contracting Officer of such objections in writing within ten (10) calendar days after issuance of the solicitation. If no written objection is received by the Contracting Officer in a timely manner, the Offeror shall be deemed to consent to the support contractor participation.

If an Offeror objects to the use of the listed support contractors, the Offeror shall explain in detail its reasons.

COMPANY	FUNCTIONS TO BE PERFORMED
<p>Valkyrie Enterprises LLC</p>	<ul style="list-style-type: none"> <li>• In accordance with Paragraph 5.g.(3)(a) and (b) of NAVSEAINST 4200.19, Valkyrie shall be permitted to do the following work during the “requirements definition” and “solicitation preparation” phases of a MSMO procurement:                             <ul style="list-style-type: none"> <li>(1) provide advice on identifying, scoping, and defining requirements, with the ultimate determination of the requirements to be made exclusively by Government personnel;</li> <li>(2) prepare draft specifications, CDRLs, and schedules under detailed and clear Government direction and with the Government determining the ultimate composition of the requirements; and</li> <li>(3) engage in “cost data mining,” as directed by Government employees, and then assemble, organize, and document the cost data on specific cost elements relating to man-hours and material, so that Government employees can review, refine, and validate that data and establish the independent Government estimate (IGE).</li> </ul> </li> <li>• Valkyrie personnel may perform analysis and advise the Cost Assessment Panel (CAP) on the various aspects of cost realism as deemed necessary by the Procuring Contracting Officer (PCO).</li> <li>• This advisory effort by Valkyrie personnel may require them to have access to those portions of the technical and cost proposals that allow them to perform analysis and advise the Cost Assessment Panel (CAP) on the various aspects of cost realism. It is emphasized that Valkyrie will not be responsible for establishing any evaluated cost or risk assessment.</li> <li>• The findings and conclusions of the Valkyrie advisors will be provided to Government employees, who alone will perform the evaluation, including the development of projected cost to the Government, as well as rating and ranking assessments of Offerors’ proposals.</li> </ul>

## ADDITIONAL SUBCONTRACTOR SUPPORT

In accordance with NAVSEA Instruction 4200.19, the Director of Contracts, Naval Sea Systems Command, determined that adequate facilities to support MSMO source selections are not available at NAVSEA for this Solicitation. Therefore, all Offerors are advised that facilities may be acquired through Alion Science and Technology so that the Source Selection Organization can effectively and efficiently evaluate proposals submitted for this procurement. In addition, all Offerors are notified that, at all relevant times, the Government will maintain control over the spaces.

## SUBCONTRACT INFORMATION

In requesting proposals from prospective subcontractors, Offerors shall provide all necessary information for the contemplated purchase. The Government will not advise prospective subcontractors as to the requirements of their transactions with Offerors, nor will the Government respond to direct inquiries from prospective subcontractors concerning clarifications of specification or solicitation requirements. ALL SUCH REQUESTS FOR CLARIFICATION MUST BE SUBMITTED TO THE GOVERNMENT THROUGH THE PRIME CONTRACTOR (OFFEROR).

## INSPECTION OF VESSEL(S)

The PSNS & IMF DDG 51 Class Team Lead Point of Contact regarding ship check is Mr. Scott Korth who can be reached at (425) 304-5906 or brian.korth@navy.mil.

The PSNS & IMF FFG 7 Class Team Lead Point of Contact regarding ship check is Mr. Brian Macmillan who can be reached at (425) 304-5914 or brian.macmillan@navy.mil.

Any travel to the ship for the performance of a ship check or any other reason shall be performed solely at the Offeror's expense. The Offeror will determine his needs for such a visit

Offeror's representatives inspecting the vessel will be subject to security, safety, and other applicable regulations established by the Activity at which the vessel is located and the Commanding Officer of the vessel. Note: All Offerors will be required to provide the following items for all their attendee's industrial safety:

1. Hard-hats
2. Safety glasses
3. Safety shoes

## NOTIFICATION OF SECURITY CLEARANCE FOR SHIPCHECK

Contractors shall ensure that prior to the arrival of Contractor's representatives aboard the ship, designated for ship check, the Squadron and the ship are advised of the security clearance of those Contractor personnel. The notification procedure shall be as follows: Contractor will forward their security clearances at least one week prior to their arrival to the appropriate Regional Maintenance Center (RMC), who in turn, will inform the ship and cognizant Project Officer via messages as to the disposition of said request. The notification will include name, social security number, and degree of clearance granted.

## REQUESTS FOR INFORMATION

(a) Requests for information shall be made to the persons indicated below, and not to any other source.

Naval Sea Systems Command  
Attn: Shawn Fu (Code 02442F), Contract Specialist  
1333 ISAAC HULL AVENUE S.E., STOP 2030

WASHINGTON NAVY YARD, DC 20376-2030  
Telephone: (202) 781-1087  
E-mail: shawn.fu@navy.mil

and/or

Naval Sea Systems Command  
Attn: Morgan Reese (Code 02441), Procuring Contracting Officer  
1333 ISAAC HULL AVENUE S.E., STOP 2030  
WASHINGTON NAVY YARD, DC 20376-2030  
Telephone: (202) 781-3951  
E-mail: morgan.reese@navy.mil

(b) Offerors are expected to reach a reasonable understanding of the requirements of the Solicitation by (i) careful examination and study of the Schedule, the applicable specifications and plans, (ii) examination of the vessel (or similar vessel) to the extent permitted by the specific solicitation instructions and conditions, and (iii) by the application of qualified knowledge and experience. In the event that such study and examination establishes a need for correction or clarification, such information should immediately be brought to the attention of the person referred to above in order that the matter may be resolved, and so that, if necessary, official dissemination of such information to all Offerors may be made a part of the Solicitation prior to submission of offers.

#### GOVERNMENT FURNISHED PROPERTY

The schedule does not authorize the use, in performing the work under the Solicitation, of any Government property except those items, if any, of Government furnished property specified in the specifications. If the Offeror requires the use, in performing work offered under this Solicitation, of any other items of Government property in the Offeror's possession or otherwise, under a facilities contract or other agreement independent of the Solicitation, then the Offeror shall so indicate and submit with his offer evidence of his right to use such Government property on the work offered under this Solicitation. If the Offeror does not so state in his offer, then his offer shall be regarded as not requiring the use of any Government furnished property except Government furnished property, if any, specified in the Specifications.

#### PROPOSAL SUBMISSION REQUIREMENTS

The Cost and Technical Proposals shall be based on the requirements contained in this RFP document (including those documents, exhibits, and other attachments to the RFP identified in Section J). The Offeror shall submit all information required by this RFP.

The Offeror shall not submit the Security Classification Specification as a part of the proposal. The DD Form 254 will, however, become a material part of any resultant contract.

Documents, exhibits, and other attachments that form a part of this RFP and will become part of any resultant contract are identified in Section J. Documents and attachments, which form a part of the RFP, but will not become a part of any resultant contract, should not be submitted with the Offeror's proposal. Those documents and attachments to be excluded from the proposal are:

Section L – Instructions, Conditions, and Notices to Offerors  
Section M – Evaluation and Award Factors

Offerors are expected to reach a reasonable understanding of the requirements of this RFP by careful study (particularly Section C—Descriptions/Specifications and Section J—List of Documents, Exhibits, and Other Attachments) and by the application of qualified knowledge and experience. If such a review establishes the need for correction or clarification, such need should immediately be brought to the attention of the Contracting Officer

so that the matter can be resolved and so that, if necessary, official dissemination of such correction or clarification can be made to all Offerors.

The Government intends that all work authorized for the contemplated repairs and alterations be compatible with the duration of the scheduled performance period for each availability. The Offeror should, therefore, inform the Government prior to the due date for proposals of any work item or sum of work items that appears to require a longer period.

#### I. SUBMISSION OF PROPOSALS

**PROPOSALS ARE DUE AT TBD AT NAVAL SEA SYSTEMS COMMAND. BIDDERS' QUESTIONS ARE DUE NO LATER THAN TBD.**

NOTE: BLOCK 9 of Section A (Standard Form 33) provides required number of copies for submission to NAVAL SEA SYSTEMS COMMAND. Offerors shall utilize the following to comply with all submission requirements under this solicitation.

A. Offerors shall submit:

<u>Volume</u>	<u>Title</u>	<u>Number of Paper Originals</u>	<u>Number of Paper Copies</u>	<u>Number of CDs</u>
I	Cost Proposal	1	3	3
II	Technical Proposal	1	2	2

Note 1: The CDs must be scanned to ensure that the files contained on them do not contain any computer viruses

Note 2: The files on the CD shall be in a format that is compatible with and capable of being opened in Microsoft Office Suite 2007 or Adobe Acrobat. The material presented in electronic format shall be identical to the paper copy of the proposal.

Submission shall be made to:

COMMANDER  
NAVAL SEA SYSTEMS COMMAND  
ATTN: SEA 02442F SHAWN FU, CONTRACT SPECIALIST  
1333 ISAAC HULL AVE. SE STOP 2030  
WASHINGTON NAVY YARD, DC 20376-2030

(1) Offerors shall mark all submittals "DO NOT OPEN PACKAGE IN MAIL ROOM—FORWARD UNOPENED DIRECTLY TO SEA-0244." The outside of the package shall clearly indicate the Offeror's name, solicitation number and contents of package.

B. In addition to the above, forward two (2) paper copies and two (2) CDs of the Cost Proposal and four (4) paper copies and four (4) CDs of the Technical Proposal to:

PUGET SOUND NAVAL STATION & INTERMEDIATE MAINTENANCE FACILITY  
ATTN: MR. TOM HYLDAHL (CODE 440.2TH/451ACO)  
BLDG #2200, RM 160  
2000 WEST MARINE VIEW DRIVE  
EVERETT, WA 98207

(1) Current threat conditions shall be considered when submitting the cost proposal for this solicitation. Contractors are to expect delays upon gaining access to Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS &IMF) and/or Naval Station Everett.

(2) In the event you prefer to hand carry your proposal, ensure adequate time has been allowed by your representative to accommodate the additional security procedures.

(3) Offerors shall mark all submittals "DO NOT OPEN PACKAGE IN MAIL ROOM—PSNS & IMF, TOM HYLDAHL, CODE 440.2TH/451ACO." The outside of the package shall clearly indicate the Offeror's name, solicitation number and contents of package.

C. Offerors shall separately submit one (1) paper copy of their cost proposal and one (1) CD to their cognizant Defense Contract Audit Agency branch office.

D. Originals may be shipped in the same boxes as the copies to eliminate excess shipping costs. However, originals should be separately wrapped inside the container, and clearly labeled "ORIGINAL TECHNICAL PROPOSAL" or "ORIGINAL COST PROPOSAL." The exterior of each box MUST clearly indicate its contents.

E. All proposals (originals and copies) shall be prepared on 8-1/2" x 11" paper and placed into three-ring binders. The outside of the package shall clearly indicate the Offeror's name, the solicitation number, and the contents of the package.

F. Reserved

NOTE: Timeliness of receipt of proposals will be determined based on the time of receipt at the NAVSEA Washington Navy Yard location (See Section L Clause "Special Proposal Receipt Requirements" and FAR 52.215-1). Current threat conditions shall be considered when submitting the proposal for this solicitation.

## II. PROPOSAL OVERVIEW

### A. Evaluation Categories

There are two Evaluation Categories: Technical and Cost. The Technical Category is comprised of four factors: (1) Management Approach; (2) Technical Approach; (3) Resource Capabilities; and (4) Past Performance. The Past Performance factor has four subfactors: (1) Technical-Quality of Product; (2) Schedule; (3) Management; and (4) Cost Control.

The Cost Category includes only one factor: Cost.

### B. Proposal Structure

(1) Paragraph Numbering. Paragraph numbering shall conform to the following system:

Volume I. Cost Proposal

Volume II. Technical Proposal

A. Management Approach

B. Technical Approach

C. Resource Capabilities

D. Past Performance

(1) Technical-Quality of Product

(2) Schedule

(3) Management

(4) Cost Control

(2) The Offeror shall structure the Proposal so information provided for each section is as comprehensive as possible. The information provided for each section should be sufficiently self-contained to minimize the need to refer to other Proposal sections for evaluation purposes. If cross-references are needed, page and paragraph numbers shall be included.

(3) Section M of this solicitation provides the relative importance of the evaluation categories, factors and subfactors.

(4) Two separate volumes: Volume I (Cost Proposal) and Volume II (Technical Proposal) are required. The Offerors shall ensure consistency, defined as “free from variation”, between the technical proposal and cost proposal. During the course of evaluating the Cost and Technical Proposals, the Contracting Officer will validate that the technical proposal and cost proposal are consistent. Specifically, the costs proposed will be evaluated and verified using historical and current market information to confirm costs proposed are within reason and consistent with the technical approach. Any inconsistencies between the technical and cost proposals may be viewed as weaknesses and/or risks in the proposals, and the offer may, at the Government’s discretion, be considered unacceptable and eliminated from competition for award.

(5) To ensure that each Offeror’s proposal is uniformly formatted, the following rules apply for the preparation of proposals. The Proposals must be presented in standard three ring binders that hold 8-1/2" x 11" paper.

(6) The pages are to be typewritten or printed, single-spaced, single sided with no reductions, on standard 8-1/2" x 11" paper. The proposals must be prepared using the Arial typeface at a font size no smaller than 12-points. Margins shall be a minimum of one-inch top, bottom and both sides.

(7) Offerors are cautioned that, in accordance with the clause “Instruction to Offerors-Competitive Acquisitions” (FAR 52.215-1), the Government intends to award a contract on the basis of initial proposals received, without discussions. Therefore, each proposal shall contain the Offeror’s best terms from a cost and technical standpoint.

C. Solicitation Responsiveness. Offerors are advised to submit Proposals that are complete, clear, and consistent in all respects without the need for additional explanation or information. Offerors are cautioned against the use of general, vague, or unsubstantiated statements, which prevent concise proposal evaluations. Each factor will be evaluated on how well the response meets the requirements of the solicitation. The response that completely addresses all of the solicitation requirements may be judged superior to the response that minimally addresses solicitation requirements under evaluation factors.

D. Offerors must comply with specific information submission requirements found in Section L, paragraph III entitled, “Technical Proposal” and paragraph IV entitled, “Cost Proposal” of this document. Failure of the Offeror to comply with all aspects of solicitation requirements located within the “Technical Proposal” or “Cost Proposal” section may, at the Government’s discretion, render the proposal unacceptable, and the Offeror may be eliminated from competition for award.

E. Competitive Range. If an award is not made on the basis of initial proposals, the Contracting Officer will make the determination as to which proposals are in the “competitive range.” The competitive range shall be determined based on the results of the evaluation of initial Technical and Cost Proposals, considering all evaluation criteria, and shall include the most competitive proposals. The number of proposals within the competitive range may also be reduced if the Contracting Officer determines the number of most competitive proposals that might otherwise be included within the competitive range exceeds the number at which an efficient competition can be conducted.

F. Discussions/Final Proposal Revision (FPR)

(1) If discussions are held, all Offerors selected to participate in discussions shall be advised of weaknesses and risks in their proposals, and shall be offered a reasonable opportunity to correct or resolve such weaknesses and risks and to submit such technical and cost information, or other revisions to their proposal, that may result from such discussions.

(2) The PCO intends to make award without conducting discussions. However, at his discretion, the PCO may determine the competitive range and elect to conduct either verbal or written discussions, or both. If the PCO elects to conduct discussions, the PCO reserves the right to conduct oral discussions, consisting of presentations of discussion question responses followed by a question-and-answer session. At such time, the PCO will also provide the Offerors with information as to the format, length and rules which will govern the conduct of oral presentations of discussion question responses. The content of these presentations will be in response to questions the PCO may submit to the Offeror during the discussion period. The purpose and goal of presentations of discussion question responses is to clarify and gain a better understanding of questions asked the Offeror by the Government and the Offeror's responses. The conduct of oral discussions will not constitute part of the Offer. Written answers to discussion questions will become part of the proposal only if subsequently specifically referenced in the FPR. When discussions are completed, the PCO will close discussions and request FPRs.

(3) Subsequent to the conclusion of discussions, Offerors may have the option of providing a complete new Technical Proposal, not to exceed 125 pages, or substituting and/or providing additional pages to their original Technical Proposal, with the resulting page count of the Technical Proposal not to exceed 125 pages.

### III. TECHNICAL PROPOSAL

In responding to the Technical Factors of Management Approach, Technical Approach and Resource Capabilities below, Offerors shall use the Notional Work Package for EDSRA, DSRA, ESRA and SRA Work Items in RFP Section L (including Work Item 999-99-999 which represents the remaining man-hours required to complete a typical availability type) and the availability schedule in RFP Section F for repair and modernization manhour estimate projections in responding to the Technical Proposal requirement.

A Technical Proposal is required from each Offeror and will be evaluated as specified in Section M. The Offerors shall provide the required copies of their Technical Proposals as specified in Section L, "Submission of Proposals", containing information organized under the following factors:

Management Approach  
Technical Approach  
Resource Capabilities  
Past Performance

The required content for the Technical Proposal factors listed above is described below.

The Contracting Officer reserves the right to request such additional information regarding scheduling, manpower, facilities, and management organization and capabilities as may be necessary to determine the Offeror's qualifications for award of a contract, to determine the relative merit of the Offeror's proposal, or to otherwise clarify any aspect of the proposal.

Offerors should note that if awarded a contract based upon this solicitation, the Offeror's Technical Proposal or portion thereof may be incorporated into the contract by reference.

**Release of Technical Information:** All technical information submitted pursuant to this solicitation is for the exclusive use of Government representatives, and will be treated as business confidential and will not be publicly disclosed, provided that, where a request for disclosure of such technical information is submitted to the Government pursuant to the Freedom of Information Act (5 U.S.C. 552a), the Government will not disclose the Offeror's technical information if public disclosure of information would substantially harm the Offeror in its competitive position. In order to help ensure non-disclosure, the title page of the technical proposal and other sheets of proposal data should be marked with restrictive legends contained in the Solicitation Instruction in Section I entitled "RESTRICTIVE MARKING ON TECHNICAL DATA," and the technical proposal should be enclosed in a sealed envelope marked "TECHNICAL INFORMATION – NOT TO BE PUBLICLY DISCLOSED".

CAUTION: The Technical Proposal should contain brief statements of fact rather than wordy, generalized narratives.

The Technical Proposal shall consist of no more than 125 pages. Offerors are cautioned that no more than the first 125 pages of Technical Proposal will be evaluated. Any portion of a Technical Proposal which exceeds the 125 pages will not be evaluated and will be treated in the same manner as late proposals or modifications in accordance with the clause in Section L of the RFP entitled, "Instructions to Offerors-Competitive Acquisitions" (FAR 52.215-1). The Technical Proposal should be properly paginated, with the appropriate page number marked on each page.

Each single side of a piece of paper shall be counted as one page toward the 125-page limit except for the following items:

- (a) The first page of the Technical Proposal shall be a title page with only basic information, including: volume number and category name; the solicitation number; the name of the contract, Offeror's name; the full name and address designation of Naval Sea Systems Command; and the Offeror's position regarding disclosure of Proposal data. No pages will be evaluated which are placed before this page.
- (b) The next page(s) shall be the table of contents for the Technical Proposal.
- (c) Any pages in the Proposal used solely for the purpose for separating sections of the Proposal or as tabs.
- (d) Resumes, which do not exceed three pages for each individual. Pages in excess of three will be counted toward the 125-page limit for the Technical Proposal.
- (e) Exhibits, which are included in the Technical Proposal, up to a ten-page total allowance. Each single side of a piece of paper in excess of the ten-page allowance used for an exhibit will count as one page towards the 125-page limit for the Technical Proposal. Exhibits are restricted to standard 8-1/2" x 11" paper, (judicious use of 11"x 17" paper Z folded to 8-1/2" x 11" for items such as: facility layout, organizational charts etc., is permitted). Exhibits must not contain any text other than simple explanations pertinent to the exhibit.
- (f) Letters of commitment from non-significant subcontractors.
- (g) Past performance information.

The Technical Proposal shall consist of four (4) parts: Management Approach, Technical Approach, Resource Capabilities and Past Performance. Each part shall be appropriately marked and separated. The Technical Proposal shall be bound separately from the Cost Proposal. The Technical Proposal shall not contain Cost Proposal information.

**A. Management Approach:**

This part of the Proposal should provide a systematic approach that demonstrates a comprehensive understanding and application of management techniques, methods and procedures required to efficiently execute the requirements of this solicitation. Offerors should address the following areas taking into account all the Offeror's current Government and commercial efforts under contract, the proposed effort under this solicitation and any other submitted proposals.

1. Describe the program management organization to be used for this effort and how it will contribute to the planning and execution of work requirements.
2. Describe the formation, function and responsibilities of the project organizations and information techniques to be utilized.

3. Describe the organization's plan for management control of subcontractor effort including a comprehensive description of the roles and responsibilities for each Significant Subcontractor and the rationale for selecting each Significant Subcontractor.

Significant Subcontractor is defined as those subcontractors providing effort consisting of at least five percent (5%) of total proposal value; OR ten percent (10%) of total proposal man-hours. When the aggregate of non-significant subcontractors proposed exceeds twenty-five (25%) of the total proposal value, the same type of information required under the Management Approach factor for Significant Subcontractors must be provided for each of the non-significant subcontractors.

4. Provide the plan to integrate and familiarize all sub-contractors to the prime contractor's MSMO execution philosophy and strategy.

5. Provide the total allocation of work that will be accomplished by the prime, by each Significant Subcontractor and by other subcontractors, and describe the basis and computation for which the work allocation was developed (total man-hours, dollars, production hours, etc.). The work allocation percentages must be traceable to the cost proposal.

6. Discuss the organization's lines of communication and authority with the Navy as well as Significant Subcontractor key personnel. Discuss the percentage of time that key personnel identified will be dedicated, on an annual basis, to this effort as well as to existing and other currently submitted proposed work.

7. Provide resumes for prime and Significant Subcontractor (as defined in item 3, above) MSMO key personnel, including, but not limited to, Program Manager, Deputy Program Manager, Finance, Engineering, Planning, Purchasing, Subcontract Management, Production, Quality Assurance, GFM Manager, Safety, and Ship Availability Manager.

8. Identify any Offeror and/or Significant Subcontractor labor agreements that expire during this stated MSMO period of performance and contingency plans for labor strikes.

9. Describe the Offeror and Significant Subcontractor cost reporting systems for compiling internal costs and subcontractor costs, and discuss how costs are budgeted, monitored and controlled. Describe how costs are reported to the ACRN level and how growth funding and incurred costs will be tracked.

10. Discuss the data deliverable requirements of the contract including execution planning and availability progress reports and project completion reports to the government.

11. Discuss the Offeror's facility security plan related to ship and crew protection when work is being performed within the Offeror's facility.

12. Describe the Offeror's method for tracking actual progress versus planned progress and processes to regain planned progress when variance occurs.

#### B. Technical Approach:

This part of the proposal should provide a technical approach laid out in a systematic fashion so as to convey a detailed and complete picture of how the Offeror plans to complete the Technical Requirements. Explain any innovative procedures and identify and describe specific application to the RFP elements. Descriptions and discussions of processes, procedures and programs should flow in a narrative format without information gaps and must convey the complete picture.

1. Discuss the Offeror's technical approach to: 1) identify, define and schedule major milestones on the critical path; 2) planning through validation of GFI/GFM; 3) prefabrication/advance staging; and 4) rip-out, repair, (re)installation, 5) test of the work requirements, and 6) compartment closeout.

2. Describe quality management, including details concerning development and execution of a comprehensive test and inspection (T&I) plan and integration of subcontractor and government sponsored AIT tests and inspections

with the availability master T&I plan. Discuss procedures for test discrepancy recovery. Describe how the Offeror verifies the Significant Subcontractor's quality performance.

3. Describe the methods used to integrate subcontractors, government sponsored AITs, and government agency representatives tasking with availability work scope, specifically to include planning and execution of integrated equipment and system testing.

4. Provide a description of the Offeror's and Significant Subcontractor's safety organization and how it complies with each of the requirements of NAVSEA Standard Items 009-07, 009-08, and 009-10.

5. Describe the process to review planning yard alteration packages for completeness and accuracy. Discuss the development of work schedule planning, to include integration of the alteration items with the repair package. Describe how the production planning process will integrate work to be performed by government sponsored AITs.

#### C. Resource Capabilities:

In this part of the Proposal, the Offerors should address the following areas taking into account all current Government and commercial efforts under contract, the proposed effort and any other submitted proposals. For purposes of responding to the proposal requirements of this technical factor, Offerors shall utilize the actual availability dates, as provided in F-3 DELIVERY/REDELIVERY SCHEDULE FOR THE VESSELS, in addressing the Offeror's resource capabilities.

1. Describe the total facility resources available to the organization. Clearly indicate which facility resources, production and administrative, are committed to this proposed work effort, which facility resources are committed to other work efforts and any residual facility resources available. The Offeror must clearly demonstrate that it has access to facilities required to execute this contract.

2. The Offeror must demonstrate how it will obtain required production and administrative facilities, as well as permits and certifications necessary to operate these facilities and perform the work by contract award for the period of performance of this contract.

3. Describe the plan for phasing and allocation of facility resources (piers, cranes, shops, lay down areas, parking, etc.). Identify capital improvement initiatives required to support efficiency and innovative performance of the Notional Work Package work item requirements and the EDSRA and ESRA ship modification alteration packages of this solicitation.

4. Describe and provide consolidated manpower charts to support the work projected from this MSMO solicitation including the ratio of mechanic/journeymen to unskilled labor/helpers.

5. Provide current and projected workload for all team members and/or Significant Subcontractor(s) and provide letters of commitment from all non-significant subcontractors, stating that they will be able to perform the required work or provide the requested man-hours during stated availability periods, if, in the aggregate, non-significant subcontractors are performing more than 25% of the total direct dollars for a particular availability type.

6. Using consolidated manpower charts displaying total shipyard and subcontractor workload, provide a plan to accommodate any peaks or valleys in workload.

7. Provide a craft/trade staffing plan for this MSMO period of performance including current contracted and projected workload; shifts; and staffing levels, based on the Notional Work Package Work Items (including Work Item 999-99-999).

8. Discuss how temporary contract labor will be utilized to augment employee staffing. Include the ratio of employee to temporary contract labor.

#### D. Past Performance:

1. The assessment of the Offeror's and Significant Subcontractors' past performance is one of the Technical factors used for evaluating the Offeror's ability to successfully perform the contract resulting from this solicitation. Such consideration is separate and distinct from the Contracting Officer's responsibility determination under FAR 9.1.
2. The Government intends to evaluate past performance as a factor for award by reviewing Contractor Performance Assessment Reporting System (CPARS) ratings and other existing past performance information on relevant contracts in accordance with Section L. Such information may include information submitted by each Offeror with its proposal, as well as other relevant past performance information contained in the Regional Maintenance Center's (RMC's) files or from other Government and non-Government sources, including commercial contracts. The Government reserves the right, in its sole discretion, to contact references provided by the Offeror and otherwise verify statements and representations made in the Offeror's proposal.
3. For the purposes of this solicitation, the Government considers relevant past performance to be contracts or work that required the same or similar type and complexity of effort required by this solicitation. Additionally, the Government considers an Offeror's past performance of the following types of contracts or work to be most relevant, given the type of effort involved in this solicitation: CNO scheduled availabilities and continuous maintenance contracts/work for ARLEIGH BURKE (DDG 51) and OLIVER HAZARD PERRY (FFG 7) Class Ships performed within three (3) years of original proposal due date.
4. However, other types of contracts or work may be considered as part of the past performance evaluation as well, if aspects of the past performance are deemed to have some bearing on the expected performance of the subject solicitation. Trends showing improving or deteriorating performance will also be considered. In regard to other types of contracts/work, the Government will determine which past performance data is most relevant. The Government also may, in its discretion, consider past performance of subcontractors to the extent the Government considers the subcontractor's participation to be significant to performance under this contract.
5. The Government intends to evaluate four subfactors as part of past performance: management, schedule, technical (quality of product), and cost control.

Subfactor I. Technical (Quality of Product): Provide relevant data from previous availabilities demonstrating the technical quality of your product.

Subfactor II. Schedule: Provide relevant data from previous availabilities demonstrating your ability to meet schedules as evidenced by scheduled start/end dates compared with actual start/end dates.

Subfactor III. Management: Provide relevant data from previous availabilities demonstrating your ability to incorporate large amounts of growth work with schedule flexibility and the ability to manage complex issues.

Subfactor IV. Cost Control: Provide relevant data from previous availabilities demonstrating your ability to effectively forecast, manage, and control contract cost.

6. Offerors will be rated as Exceptional, Very Good, Satisfactory, Neutral, Marginal, or Unsatisfactory for each subfactor and for the overall past performance factor. In the event an Offeror has no record of relevant past performance, or for whom information on past performance is not available, a Neutral rating will be assigned to the past performance factor, and the Offeror will be evaluated neither favorably, nor unfavorably, on past performance. However, an Offeror with no relevant past performance history, while rated Neutral in past performance, may not represent the most advantageous proposal to the Government and thus may be an unsuccessful proposal when compared to the proposals of other Offerors.

7. Each Offeror shall provide the following past performance data:

Name and Address of Contractor
--------------------------------

Contract Number
Task or Order Number (if applicable)
CAGE Code(s)
Ship Name and Hull Number
Contract Type
Original Contract Value
Current Contract Value
Period of Performance
Place of Performance
Program Title, including a brief description of work performed (100 words or less)
Enter "PC" if performed as a prime contractor or "SC" if performed as a subcontractor
Explanation of why work is of a comparable type and complexity as the solicited work package
Was a performance evaluation conducted? If yes, provide evaluator and location of evaluation
Points of Contact Names (Government and Contractor)
Points of Contact Telephone Numbers (Government and Contractor)

#### IV. INSTRUCTIONS FOR COST PROPOSAL PREPARATION

**IT IS IMPORTANT THAT OFFERORS AND SUBCONTRACTORS READ AND FOLLOW THESE COST PROPOSAL PREPARATION INSTRUCTIONS CAREFULLY. THE NAVY RESERVES THE RIGHT TO CONSIDER AN INACCURATE OR INCOMPLETE COST PROPOSAL INDICATIVE OF THE OFFEROR'S INABILITY TO PERFORM THE WORK REQUIRED UNDER THE CONTRACT. FAILURE TO PROVIDE THE COST DATA REQUIRED BY THESE COST PROPOSAL INSTRUCTIONS MAY RESULT IN THE ELIMINATION OF AN OFFEROR'S PROPOSAL FROM THIS COMPETITION.**

##### A. OVERVIEW

1. Release of Cost Information: All cost information submitted is for the exclusive use of authorized representatives, and will be treated as business confidential and will not be publicly disclosed. Where a request for disclosure of such cost information is submitted to the Government pursuant to the Freedom of Information Act (5 U.S.C. 552a), the Government will not disclose Offeror's cost information if public disclosure of such information would substantially harm the Offeror in its competitive position. In order to help ensure non-disclosure, the title page of the cost proposal and other sheets of proposal data should be marked with the restrictive legends contained in the Solicitation Instruction in Section I clause 252.227-7037 entitled "VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA" and the cost proposal should be enclosed in sealed boxes or envelopes marked "COST INFORMATION – NOT TO BE PUBLICLY DISCLOSED".

2. The cost proposal is the Offeror's estimate of the cost and fee to perform the work described in this solicitation's Notional Work Package. The Navy will use the cost proposal to determine each Offeror's projected cost to the Government, so it is important that the cost proposal be accurate and complete. The projected cost to the Government will be based upon an analysis of the completeness, realism, and reasonableness of the cost proposal (per FAR 15.404-1). Based upon such analysis, a 'projected cost to the Government' for the Offeror will be calculated to reflect the Navy's estimate of the Offeror's probable costs. Therefore, any inconsistency, whether real or apparent, between promised performance and cost or price should be explained in the cost volume. All labor and burden rates proposed will be compared to available DCAA recommended rates and any deviation from the DCAA recommended rates must be fully substantiated for the proposed rates to be accepted by the Navy in calculating the projected cost to the Government. The burden of proof for cost credibility rests with the Offeror. Each Offeror shall submit its cost proposal in a sealed package(s) plainly marked "Volume I - COST PROPOSAL." The technical proposal shall not include cost information.
3. Unrealistically low cost estimates, initially or subsequently, may be grounds for eliminating a proposal from competition either on the grounds that the Offeror does not understand the requirement or that it has made an unrealistic proposal. The burden of proof of cost credibility rests with the Offeror. If the Government determines an Offeror's estimates to be inexplicably low, that Offeror may be eliminated from the competition without further discussion.
4. Consistency between the technical and cost proposals will be evaluated as part of the projected cost to the Government. An Offeror whose cost proposal is inconsistent with its technical proposal may be eliminated from the competition.
5. Government Fiscal Year (GFY) as used herein is defined as 01 October through 30 September. All Offeror's shall clearly state their accounting-system defined Contractor Fiscal Year (CFY) (e.g., starts on DD-MM and concludes on DD-MM) and apportionment method used to generate GFY rates using CFY-based rates (for example, if an Offeror's CFY 2011 runs from September 1, 2010 thru August 31, 2011, in order to convert rates from CFY 2011 to GFY 2011, the Offeror would apportion 11/12 from CFY 2011 and 1/12 from CFY 2012).
6. Failure of the Offeror and its Subcontractor(s) to provide the required cost information may render the proposal non-responsive and the Offeror may be removed from competition. The Offeror shall modify the cost exhibits as needed to reflect the Offeror's proposed costs in accordance with their accounting system; however, all information required within each cost exhibit must be included. The Offeror must submit these cost exhibits via their CD submission in unprotected Excel format, with clearly visible formulas, links, and tracking information for each cell. All fields must be editable. Spreadsheets submitted in Adobe Portable Document Format (PDF) will not be accepted. CDs shall duplicate the hardcopy submission and shall not contain additional information
7. Offerors are required to propose pricing for each CLIN listed in Tables L-1 and L-2. Offerors are not required to propose, and the Navy will not evaluate, any pricing for CLINs not listed in Tables L-1 and L-2.

Table L-1 –Priced Execution Planning CLINs

CLIN	Effort	Ship	CNO Availability	FY
0001	Execution Planning	USS INGRAHAM (FFG 61)	SRA	FY12
0003	Execution Planning	USS RODNEY M. DAVIS (FFG 60)	SRA	FY13-FY14
0005	Execution Planning	USS INGRAHAM (FFG 61)	SRA	FY13-FY14
0007	Execution Planning	USS SHOUP (DDG 86)	SRA	FY13-FY14
0009	Execution Planning	USS SHOUP (DDG 86)	SRA	FY15-FY16
0011	Execution Planning	USS MOMSEN (DDG 92)	SRA	FY16
0013	Execution Planning	USS INGRAHAM (FFG 61)	SRA	FY16

Table L-2 –Priced Accomplish Availability CLINs

CLIN	Effort	Ship	CNO Availability	FY
0002	Accomplish Availability	USS INGRAHAM (FFG 61)	SRA	FY12
0004	Accomplish Availability	USS RODNEY M. DAVIS (FFG 60)	SRA	FY14
0006	Accomplish Availability	USS INGRAHAM (FFG 61)	SRA	FY14
0008	Accomplish Availability	USS SHOUP (DDG 86)	SRA	FY14
0010	Accomplish Availability	USS SHOUP (DDG 86)	SRA	FY16
0012	Accomplish Availability	USS MOMSEN (DDG 92)	SRA	FY16
0014	Accomplish Availability	USS INGRAHAM (FFG 61)	SRA	FY16

## B. COST PROPOSAL STRUCTURE

### 1. The Cost proposal shall be organized in the following five (5)-Chapter structure:

Chapter	Title
-	Title Page, Cover Letter, Table of Contents
1	Prime Contractor Cost Exhibits L001 thru L008
2	Subcontractor Cost Data
3	Contractor Estimating Rationale/Cost Proposal Narrative
4	Other Data
5	Completed Solicitation/Model Contract

The following sections describe in detail the cost data each Offeror is required to provide within each Chapter of their submitted Cost Volume. Each Chapter and all Sections within a Chapter must be appropriately tabbed. All pages in the cost proposal, including, forms, tables, and exhibits, must be numbered.

2. Instructions for Title Page, Cover Letter, Table of Contents

The title page shall state the document, title, name and Solicitation Number, name of Offeror, and, if the Offeror wishes to restrict its proposal, a restrictive marking. Although a cover letter is not required, if the Offeror chooses to submit one, it should be placed at the beginning of the cost volume, after the title page. A table of contents shall be provided after the cover letter or title page listing the chapters, sections, subsections, page numbers, etc. For ease of referencing, the table of contents shall also include a list of forms, tables, exhibits, as applicable.

3. Instructions for Chapter 1 - Prime Contractor Cost Exhibits L001 thru L008

The Offeror shall submit the information below in the form of cost exhibits, utilizing the Excel file templates included as part of Section J of the Solicitation. The instructions for each of the required cost exhibits are provided below. The Offeror shall clearly identify each cost exhibit, follow the prescribed format, include all of the information requested, and sequentially number the pages as appropriate.

Table L-3 - Summary of Cost Exhibits

Section J - Exhibit L001	Total Proposal Contract Value Summary
Section J - Exhibit L002	CLIN Pricing Summary
Section J - Exhibit L003	CLIN Cost Element Breakdown
Section J - Exhibit L004	Work Item Hour and Material Summary, by Availability Type
Section J - Exhibit L005	Historical/Proposed Rates Summary Schedule
Section J - Exhibit L006	Indirect Expense Schedules
Section J - Exhibit L007	Work Item 999-99-999 Labor Category Allocation, by Availability Type
Section J - Exhibit L008	Business Base (BB) Projections in Man-hours (Offeror-Developed)

(a) Instructions for Section J-Exhibit L001 – Total Proposal Contract Value Summary

- (1) This cost exhibit displays an Offeror's proposed price by specified element of cost over the life of the contract for all priced CLINs (reference Table L-1 and L-2), by Government Fiscal Year (GFY), and cumulative proposed contract value. Each Offeror must provide this cost exhibit for their total contract/proposal value. All Subcontractor costs must also be included in the Offeror's (prime contractor) cost exhibit. Each Subcontractor must be separately listed, regardless of subcontract value. All notional work package material costs shall be included in the material and material escalation cost element line (i.e., no material costs should be included in the Subcontractor pricing cost element line). The total price amount for the prime contractor (including their Subcontractor prices) must equal the cumulative total price proposed for the Section B CLINs that require Offeror pricing. The specific cost elements should be adjusted to reflect the Offeror's accounting system and proposed costs. If Facilities Capital Cost of Money (FCCOM) is not proposed, it shall not be an allowable cost under the contract.
- (2) The element identified as "Direct Labor" should show only the proposing Offeror's direct labor cost (not labor for Subcontractors). All Subcontractor costs shall be included in the 'Subcontractors' section of this exhibit.
- (3) The elements identified as Subcontractor costs must exactly equal the cumulative bottom lines from Section J-Exhibit L001 submitted by the Subcontractor(s). Subcontractor submittals of Exhibit L001 shall not include any material costs, as all material costs, including material escalation, will be captured in the Prime Contractor's Exhibit L001 submittal.

(b) Instructions for Section J-Exhibit L002 – CLIN Pricing Summary

This cost exhibit displays an Offeror's proposed labor hours and total price (cost plus fee) for each Section B CLIN requiring proposed pricing. Subcontractor labor hours and pricing must be included in the Offeror's (prime contractor) pricing included in this cost exhibit. The total labor hour and dollar price amounts shown in this exhibit must equal the cumulative total shown in Exhibit L001.

## (c) Instructions for Section J-Exhibit L003 – CLIN Cost Element Breakdowns

- (1) The Offeror must provide a separate Exhibit L003 for each Section B CLIN that requires Offeror pricing (refer to Table L-1 and Table L-2 for list of priced “Execution Planning” and “Accomplish Availability” CLINs, respectively, requiring exhibit L003 submittals).
- (2) This cost exhibit displays an Offeror’s proposed price by specified element of cost for each CLIN. The Offeror is required to complete this cost exhibit for each priced CLIN and shall NOT refer to any other portion of the cost proposal to meet this solicitation requirement. The total value for each CLIN must equal the CLIN value provided in Exhibit L002. The Offeror shall clearly label the specific CLIN number with applicable GFY for each L003 cost exhibit submitted. Subcontractor costs must also be included in the Offeror’s (prime contractor) cost exhibit. Each Subcontractor must be separately listed, regardless of subcontract value. All notional work package material costs shall be included in the material and material escalation cost element line (i.e., no material costs should be included in the subcontractor pricing cost element line). The specific cost elements in this exhibit should be adjusted to reflect the Offeror’s accounting system and proposed costs. If Facilities Capital Cost of Money (FCCOM) is not proposed, it shall not be an allowable cost under the contract.
- (3) The element identified as “Direct Labor” should show only the proposing Offeror’s direct labor cost (not labor for Subcontractors). All Subcontractor costs shall be included in the ‘Subcontractors’ section of this exhibit.
- (4) The elements identified as Subcontractor costs must exactly equal the cumulative bottom lines from Section J-Exhibit L003 submitted by the Subcontractor(s). Subcontractor submittals of Exhibit L003 shall not include any material costs, as all material costs, including material escalation, will be captured in the Prime Contractor’s Exhibit L001 submittal.

## (d) Instructions for Section J-Exhibit L004 – Work Item Hour and Material Summary, by Availability Type

- (1) The Offeror must provide a separate Exhibit L004 for each availability type applicable to this solicitation—DDG SRA and FFG SRA. The cumulative labor hours and material values for each availability must be utilized for pricing of the corresponding CLIN pricing provided in Exhibit L003 (for example, the total DDG SRA Exhibit L004 labor hours and material values must equal the cumulative proposed labor hours and material (excluding material escalation) values proposed by the prime and the prime’s subcontractors shown in all of the Exhibit L003 submittals for DDG SRA production (Accomplish Availability) CLINs). Each subcontractor proposed to provide labor hours for any work item must be separately listed in this exhibit.
- (2) In this exhibit, the Offeror shall identify in bold print (and by specific notation in the column provided within the exhibit) all Work Item labor hour and material deviations from the Government estimates.

## (e) Instructions for Section J-Exhibit L005 – Historical/Proposed Rates Summary Schedule

This cost exhibit shall display a summary of both historical and proposed direct rates, indirect rates, and escalation rates utilized in the proposal. Historical rates must be provided for all Contractor Fiscal Years (CFY) from 2006 thru 2011 (where the Offeror provides CFY rates for a CFY that is not complete, the Offeror shall indicate what time period this CFY data represents). Proposed rates must be provided for Government Fiscal Years (GFY) 2012 thru 2016. At a minimum, the rates included shall include: each individual direct labor rate proposed; direct labor escalation rates; each fringe rate proposed; each labor overhead rate proposed; G&A rate proposed; material and/or subcontract burden proposed, each FCCOM rate proposed; and material escalation rate proposed. The specific rates in this exhibit should be adjusted to reflect the Offeror’s accounting system and cost proposal pricing methodology. The rates provided in this exhibit for GFY 2012 through 2016 must be the exact rates utilized in pricing Section B CLINs and as displayed within Exhibits L001 and L003.

## (f) Instructions for Section J-Exhibit L006 – Indirect Expense Schedules

The Offeror must include a separate schedule of indirect expenses for each proposed indirect rate included in the proposal (for example: labor overhead; G&A; fringe; material overhead; etc.) along with the distribution base amount for indirect expense allocation. The Offeror shall provide historical actuals for all Contractor Fiscal Years (CFY) from 2006 thru 2011 (where the Offeror provides CFY rate information for a CFY that is not complete, the Offeror shall indicate what time period this CFY data represents), and the projected indirect expense schedule for each Government Fiscal Year (GFY) covered by the period of performance of the contemplated contract. The rates provided in this exhibit for GFY 2012 through 2016 must be the exact rates utilized in pricing Section B CLINs and as displayed within Exhibits L001 and L003.

## (g) Instructions for Section J - Exhibit L007 – Work Item 999-99-999 Labor Category Allocation, by Availability Type

The Offeror must provide a separate Exhibit L007 for each availability type applicable to this solicitation— DDG SRA and FFG SRA. The cumulative labor hours for each availability type must equal the government estimate hours for 999-99-999. Each subcontractor proposed to provide labor hours under Work Item 999-99-999 must be separately listed in this exhibit.

## (h) Instructions for Section J - Exhibit L008 – Business Base (BB) Projections in Man-hours

The Offeror must develop and provide a completed Exhibit L008. The “Total Business Base” columns shall equal the total business base (in man-hours) for each ship class or effort (MSMO ship class, other Government work, commercial work, etc.), by GFY. The “Offeror Portion” columns shall equal the Offeror’s portion/percentage of the total business base for each ship class or effort, by GFY.

For informational purposes, the Navy provides the following business base projections, in man-hours, for specific ship classes covered (or to be covered by) MSMO contracts (the Navy estimates below are in accordance with OPNAV 4700 and are inclusive of planning activities, maintenance efforts for scheduled availabilities, modernization activities, CM activities, and EM activities):

**EVERETT PROJECTED WORKLOAD**

(Man-hours)

<u>Ship Class</u>	<u>GFY11</u>	<u>GFY12</u>	<u>GFY13</u>	<u>GFY14</u>	<u>GFY15</u>	<u>GFY16</u>	<u>Total</u>
Other Ships Work	882,000	882,000	882,000	882,000	882,000	882,000	5,292,000
CVN DPIA	731,000	529,000	368,000	414,000	181,000	0	2,223,000
CVN CIA/PIA	386,000	98,300	9,700	41,200	0	290,000	852,200
DDG/FFG Docker	292,000	240,000	145,000	338,000	0	0	1,015,000
DDG/FFG FFP	236,000	17,100	0	0	0	0	253,100
<u>DDG/FFG Non Docker</u>	<u>0</u>	<u>166,000</u>	<u>108,000</u>	<u>369,000</u>	<u>104,000</u>	<u>441,000</u>	<u>1,188,000</u>
<b>Total</b>	<b>2,527,000</b>	<b>1,932,400</b>	<b>1,512,700</b>	<b>2,044,200</b>	<b>1,167,000</b>	<b>1,613,000</b>	<b>10,796,300</b>

## Notes:

- (1) The table above represents all projected Navy work to be completed by private ship repair yards
- (2) CVN DPIA and CIA/PIA totals represents only work projected to be performed by MSMO MSR
- (3) Other Ships work is defined as work not AIR or Surface, e.g. region floats, tugs, yard craft, level of effort, berthing barges, etc.

## 4. Instructions for Chapter 2 – Subcontractor Cost Data

- (a) The Contractor shall submit a complete listing of all proposed Subcontractors. This listing shall provide the following information for each subcontract, consultant, and inter-divisional transfer:

- Name of Subcontractor;
  - Whether the Subcontractor is a Large or Small Contractor;
  - Description of effort;
  - Type of contract arrangement (fixed price; CPFF; CPAF, etc.); and
  - Hours and proposed cost/price, for each CLIN, and for the total contract.
- (b) For each cost type Subcontractor (regardless of cumulative subcontract value), and for any Subcontractor (regardless of contract type) with a cumulative value of greater than \$5,000,000, the Offeror shall have the Subcontractor provide separate chapter-structured cost proposals with cost exhibits L001 thru L003, L005, and L006 that support the proposed Subcontractor pricing. Subcontractor pricing totals included in cost exhibits L001 thru L003 must be consistent with the Subcontractor pricing totals included in the prime contractors cost exhibits L001 thru L003. Additionally, the Subcontractor must provide a copy of their most current forward pricing rate agreement (FPRA) or an approved provisional rate letter with the cognizant RMC or Defense Contract Audit Agency (DCAA), if any. If no FPRA or provisional rates exist, the Subcontractor must provide sufficient rate data to allow the Navy to assess the reasonableness of the proposed rates/pricing. The Navy reserves the right to request additional supporting data, as required.
- (c) For each fixed price type subcontract valued at less than \$5,000,000, the Offeror shall provide the following (the Navy reserves the right to request additional supporting data, as required):
- (1) the basis for using a fixed price subcontract;
  - (2) discussion as to whether or not competitive bids will be solicited for proposed effort;
  - (3) documentation showing that this subcontractor has been utilized on a fixed price basis for similar efforts on past availabilities (example: purchase order(s) issued);
  - (4) historical data that supports the reasonableness of the labor rate proposed, including historical straight- time labor rates for the subcontractor to complete the efforts allocated to them by the prime. The provided rate information should be for the subcontractor's most recent experience in completing the equivalent effort for which it is being proposed. As part of this requirement, the Offeror shall provide the historical straight-time labor hours and straight time labor dollars to complete this equivalent effort so the Government can validate the historical straight-time labor rate. If the resultant rates derived from the historical straight time hours and dollars are unrepresentative because of differences in fee proposed, a mathematical translation between the historical derived rates and the proposed rates shall be provided. The Offeror shall substantiate the historical straight-time labor hours, dollars, and rate by providing supporting invoices and purchase orders;
  - (5) subcontractor quote/agreement that clearly identifies and supports the total Subcontractor labor hours and total subcontract price, by GFY and total subcontract amount, with a description of Subcontracted effort.
- (d) Subcontractors may provide their required Subcontractor proposal submissions directly to the Government if they do not wish to provide the required information to the prime contractor. Subcontractor proposal submissions provided separately by a Subcontractor must be received by the time, date, and at the location specified in the solicitation. Regardless of whether or not a Subcontractor provides their submission directly to the Government, prime contractors are still required to provide the summary Subcontractor cost/price information in Exhibits L001 thru L003 that is consistent (i.e., exactly matches) with the summary cost/price information included in the Subcontractors proposal submission.
- (e) For each subcontractor proposed to perform Execution Planning labor, the Offeror shall provide a separate and distinct labor rate for Execution Planning efforts.

- (f) The Offeror shall provide, or have each subcontractor provide directly to the Navy, the following representations: 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS
- (g) Failure of the Subcontractor to comply with all aspects of (b) thru (e) above may render the proposal nonresponsive and the Offeror may be removed from competition.

5. Instructions for Chapter 3 – Contractor Estimating Rationale/Cost Proposal Narrative

The Offeror shall fully explain the estimating rationale on which its proposal is based, including full supporting rationale. Full supporting rationale includes both numeric projections and complete, and clear written explanation. The burden of proof for cost credibility rests with the Offeror.

The Offeror should submit any additional data, supporting schedules or substantiation that will facilitate the Government's evaluation of the proposal. The Offeror shall provide a narrative that addresses the following areas:

- Direct Labor Rates (including escalation)
- Direct Labor Hour deviations (by specific work item)
- Material cost deviations, including escalation (by specific work item)
- Indirect Rates and Business Base
- Facilities Capital Cost of Money (FCCOM)
- Contractor Systems Approvals and Issues; and
- Assumptions

(a) Direct Labor Rate Narrative

The Offeror shall provide the rationale, including all relevant calculation (to include apportionment method used to generate GFY rates using CFY-based rates) and/or weightings, used for development of the proposed direct labor rates provided in Cost Exhibits L001, L003, and L005.

The Offeror shall address the extent that DCAA FPRA/approved rates were utilized, and explain any differences between DCAA FPRA/approved rates and proposed rates. The Offeror shall address consistency between proposed direct labor rates and the historical direct rates.

If the Offeror proposes composite rates (i.e., production direct labor rate; planning direct labor rate, etc.) that are not DCAA FPRA/approved rates, the Offeror shall provide a clear and complete rationale, including specific calculation, for each utilized composite rate.

If the Offeror utilizes specific craft/trade labor rates and an associated labor mix, the Offeror shall fully support each rate used, and the labor mix utilized.

The Offeror shall address the rationale of the proposed direct labor escalation rate(s), by GFY.

(b) Direct Labor Hour Work Item Deviations

For each Work Item where the Offeror chooses to deviate from the Government provided estimate, the Offeror shall provide the rationale for the proposed work item labor hour deviation/estimate (i.e., provide standards used, historical costs experienced in performing similar tasks, unique technical approach, etc.). If an Offeror provides clear and compelling support for their proposed deviation/estimate, the Government will accept the proposed estimate for purposes of determining the 'projected cost to the Government.' If support of an Offeror's proposed deviation/estimate is less than clear and compelling, the Government will utilize the Independent Government Estimate (IGE) for the purpose of determining the 'projected cost to the Government'. The burden of proof of cost credibility for all deviations/estimates rests with the Offeror. For those items for which the Offeror deviates from the Government estimate based upon a unique technical approach, the rationale

must include reference to the Technical Proposal section and paragraph that support how the work is to be performed uniquely by the Offeror.

(c) Material Cost

For each Work Item where the Offeror chooses to deviate from the Government provided estimate, the Offeror shall provide the rationale for the proposed work item material deviation/estimate (i.e., provide standards used, historical costs experienced in performing similar tasks, unique technical approach, etc.). If an Offeror provides clear and compelling support for their proposed deviation/estimate, the Government will accept the proposed estimate for purposes of determining the 'projected cost to the Government.' If support of an Offeror's proposed deviation/estimate is less than clear and compelling, the Government will utilize the Independent Government Estimate (IGE) for the purpose of determining the 'projected cost to the Government'. The burden of proof of cost credibility for all deviations/estimates rests with the Offeror. For those items for which the Offeror deviates from the Government estimate based upon a unique technical approach, the rationale must include reference to the Technical Proposal section and paragraph that support how the work is to be performed uniquely by the Offeror.

The Offeror shall address the rationale for proposed material escalation rate(s), by GFY.

(d) Indirect Rates and Business Base

The Offeror shall provide the rationale used for development of each proposed indirect rate, for each GFY. Government Fiscal Year (GFY) as used herein is defined as 01 October through 30 September. All Offeror's shall clearly state their accounting-system defined Contractor Fiscal Year (CFY) (e.g., starts on DD-MM and concludes on DD-MM) and apportionment method used to generate GFY rates using CFY-based rates (for example, if an Offeror's CFY 2012 runs from September 1, 2011 thru August 31, 2012, in order to convert rates from CFY 2012 to GFY 2012, the Offeror would apportion 11/12 from CFY 2012 and 1/12 from CFY 2013).

The Offeror shall address the extent that DCAA FPRA/approved indirect rates were utilized, and explain any differences between DCAA approved rates and proposed rates.

The Offeror shall address consistency between proposed indirect rates and historical indirect rates as reflected in their Exhibits L005 and L006.

The Offeror shall provide clear and complete rationale for all business base calculations and assumptions utilized for the proposed indirect rates.

The rationale shall include basis, including calculations, for the Offeror's total business base projections for each ship class or effort included in its business base projections, and the Offeror's portion of the total business base for each ship class or effort included in its business base. The Offeror's narrative must be consistent with cost exhibit L008.

(e) Facilities Capital Cost of Money (FCCOM)

The Offeror shall identify facility investments associated with the FCCOM rates proposed, if any. If FCCOM is proposed, the Offeror shall address consistency between proposed FCCOM rates and historical FCCOM rates as reflected in Exhibit L005.

(f) Contractor Systems Approvals and Issues

The Offeror shall address whether or not the following contractor systems have been deemed adequate by DCAA: accounting system; estimating system; billing system; and purchasing system. Provide the date of most recent DCAA audit report that deemed each system to be adequate. If the most current DCAA review(s) determined that any of the above systems were inadequate, please provide details of the DCAA finding and address any steps taken to address DCAA findings.

As necessary, the Offeror must address: 1) any inconsistency between this proposal and the Offeror's established estimating and accounting practices and procedures and FAR Part 31 Cost Principles; and 2)

whether the Offeror is, or may be, in noncompliance with its Disclosure Statement; or whether any aspect of this proposal is inconsistent with the Offeror's disclosed practices.

(g) Assumptions

The Offeror shall address their utilization of each of the assumptions dictated by the Solicitation (see Section L, para. IV.C, Cost Proposal Assumptions). The Offeror shall also address any Offeror specific assumptions utilized in their cost proposal.

6. Instructions for Chapter 4 – Other Data

The Offeror shall summarize any current or proposed work sharing and/or teaming agreements that will require the Offeror to subcontract/team with a specific subcontractor for work to be performed under this solicitation. The Offeror shall provide a copy of each teaming and/or work sharing agreement that applies to work covered by this solicitation.

The Offeror must provide a copy of their most current forward pricing rate agreement (FPRA) or an approved provisional rate letter with the cognizant Regional Maintenance Center (RMC) or Defense Contract Audit Agency (DCAA).

The Offeror shall provide any additional data, including historical data utilized and/or referenced in Chapter 1 and Chapter 3 of the cost proposal, the Offeror feels is necessary to further establish cost credibility in this chapter.

7. Instructions for Chapter 5 – Completed Solicitation/Model Contract

(a) The Completed Solicitation/Model Contract, including all Representations and Certifications, must be completed, signed, and provided under this section. All Section A signatures shall be original signatures. Sections of the Solicitation/Model Contract that are not being filled out or signed are not required to be included in this chapter.

(1) Section A, Solicitation/Contract Form – Standard Form SF-33, "SOLICITATION, OFFER AND AWARD," with blocks 13 through 18 completed by the Offeror. The representative who signs this form must be authorized to contractually bind the company providing the offer.

(2) Section B, Supplies or Services and Prices/Cost – The Offeror shall complete the pricing, by individual Contract Line Item Number (CLIN), for the services as identified in Section B of the solicitation/model contract. See Tables L-1 and L-2 which list the CLINs that require Offeror pricing. These Section B CLINs require Offeror pricing, and must be filled out by the Offeror.

(3) Reserved.

(4) Section K, Representations, Certifications and Other Statements of Offerors - The Offeror shall complete all Representations, Certifications, and Other Statements included in Section K of the solicitation.

(b) The completion and submission to the Navy of the above items will constitute an offer and will indicate the Offeror's unconditional assent to the terms and conditions in this solicitation, including any attachments.

C. COST PROPOSAL ASSUMPTIONS

In order to promote fair and consistent pricing for this procurement, each Offeror must reflect certain assumptions in their cost proposals. Failure to comply with these assumptions may result in the determination that the proposal is non-responsive to the Solicitation and may be grounds for rejection of the proposal.

1. CLIN Period of Performance

For cost proposal preparation purposes, the Offeror shall assume CLIN start and completion dates as follows:

- (a) For execution planning CLINs (see Table L-1), the start date shall be 6 months prior to the start of the hull availability CLIN (see Section F-3), and the completion date shall be the hull availability CLIN start date (see Section F-3);
- (b) For Availability CLINs (see Table L-2), the start and completion dates shall be the F-3 start date and redeliver dates.

## 2. Instructions for Proposing Fee

The Offeror shall propose a fee of nine point two three two percent (9.232%) of the proposed CLIN/Sub-CLIN cost, which includes four percent (4.000%) award fee and five point two three two percent (5.232%) incentive fee, as stated in the clause "DETERMINATION OF FEE" (note that the overall proposed fee of 9.232% is not the same as the maximum overall fee of 11.232%, the difference being 2% between the target cost incentive fee of 4.00% and the maximum cost incentive fee of 6.00%).

The Offeror's cost proposals shall not include the "tiering" of profit or fee on any subcontract. The Government will NOT permit any "profit-on-profit" or "fee-on-fee" on any subcontract (see Section B, Note E). The only exception to this requirement is a subcontractor awarded a fixed price contract in a competitive environment where cost and pricing data was not available.

## 3. Execution Planning CLIN Pricing

Execution Planning CLINs (reference Table L-1) shall be priced using 1600 labor hours for an SRA CLIN. The Offeror is required to propose the above government estimated hours.

## 4. Emergent Work CLINs

For the purposes of the Cost Proposal, Emergent Work CLINs (Non-Scheduled Repairs and Alternations CLINs 0100 through 0799) shall not be priced by the Offeror.

## 5. Accomplish Availability CLINs

Execute Availability CLINs (reference Table L-2) shall be priced utilizing the Independent Government Estimate (IGE) for labor hours and material costs, unless work item-specific deviations are proposed.

## 6. Option TBD CLINs

For the purposes of the Cost Proposal, Option TBD CLINs (CLINs 0015 through 0018) shall not be priced by the Offeror.

## 7. Learning

Because the nature and extent of work similarity between availabilities will vary to an unpredictable extent, learning shall not be included in the cost for the Notional Work Package (NWP) or any individual work item or group of work items.

## 8. Labor and Material Escalation

The Government will utilize Global Insight forecasts for escalation projections. An Offeror may provide evidence to support utilization of another method of projecting escalation. If an Offeror provides clear and compelling evidence to justify use of an alternate escalation projection, the Government will use that method for the purpose of projecting the escalation for that Offeror. If support of an Offeror's proposed method is less than clear and compelling, Global Insight forecasts (reference Table L-4) will be used to calculate Government projected labor and material escalation. The table L-4 escalation factors are for Government Fiscal Year timeframes. For purposes of the Cost Proposal, the Offeror shall price material in FY2012 dollars for the base year and escalate proposed material for the year in which it will be purchased, in accordance with the Global Insight forecast provided in Table L-4.

Table L-4 – Global Insight Forecast – Labor and Material

2011Q1 – Annual, 2011 to 2017 (FY Q4 – Q3)	LABOR		MATERIAL	
	AHE, Ship and Boat Building (\$/hour)		PPI, Intermediate Materials Less Foods and Feeds (1982=100)	
	CEU3133660008	%CHA	WPIS27	%CHA
Fiscal Year	Index Value	Annual % Change	Index Value	Annual % Change
2012	21.745	2.2	195.931	2.0
2013	22.182	2.0	199.148	1.6
2014	22.631	2.0	201.889	1.4
2015	23.074	2.0	205.833	2.0
2016	23.606	2.3	208.800	1.4
2017	24.293	2.9	210.113	0.6

#### 9. Overtime, Growth and New Work

The Offeror shall not propose any overtime, growth or new work.

#### 10. Availability CLIN Pricing/Notional Work Package (NWP)/Government Estimate

The Offeror's cost proposal shall be based on the Government's estimate of the work items most likely required during the ship's availability, i.e., the Notional Work Package (NWP). Inasmuch as the actual work needed to be performed will undoubtedly differ to some extent from the NWP, the MSMO contractor will be given the opportunity to renegotiate the CLIN prices based upon an actual work package prior to actually beginning work on the ship.

Table L-5, NOTIONAL WORK PACKAGE AND ITEM 999-99-999, provides the Government estimates for labor hours and material costs to the Offerors for each Work Item in the NWP, including Item 999-99-999. For each work item, the Offeror can either accept the Government estimate (and price out the Availability CLINs as appropriate), or propose deviations from the Government estimate. Each deviation must be fully substantiated in Chapter 3 of the Cost Proposal. The Offeror shall propose in accordance with the Work Item specifications provided as part of this solicitation (See Section J, Attachment S-1), and shall not propose any work item growth or new work, or overtime.

Government material estimates are assumed to be inclusive of subcontractor/vendor burdens such as material handling, overhead, G&A and profit. If an Offeror proposes deviations from any Government material estimates, the Offeror must demonstrate that the proposed material amounts include all subcontract/vendor burdens, including profit.

The following Notional Work Package work items are directed Level of Effort (LOE) work items. Therefore, for these work items, the Offeror is prohibited from deviating from the Government estimates, and shall propose at the Government estimates. LOE work items are marked with a single asterisk (\*) in the NWP tables below.

#### DDG 51 Class LOE Work Items

077-11-001

#### FFG 7 Class LOE Work Items

077-11-001

980-11-001

For the purpose of estimating any deviations from Government estimates, the following work items are time sensitive work items. All time sensitive items are to be estimated on the number of days for the applicable availability type. For cost proposal and evaluation purposes, the Offeror shall assume a total of 90 days for an SRA when estimating costs. Time sensitive work items are marked with a triple asterisk (\*\*\*) in the NWP tables below.

#### DDG 51 Class Work Time Sensitive Items

123-31-001  
 992-10-001  
 992-11-001  
 992-11-002  
 992-31-002

FFG 7 Class Time Sensitive Work Items

123-31-001  
 992-11-002  
 992-11-003  
 992-31-002  
 993-41-001

The following work items have been identified by the Government as items requiring the use of technical representative services to accomplish. As such, the NWP man-hour estimates for these work items are inclusive of these technical representative hours identified below. Offerors are required to identify the labor hour costs associated with the proposed technical representative in cost exhibits L001, L003, and L004. The NWP material estimate for each of the work items listed below include travel and other costs associated with the technical representative services. To the extent that an Offeror chooses to deviate from the below technical representative estimates, detailed rationale must be provided in accordance with the cost proposal instructions contained in this solicitation. Technical representative work items are marked with a double asterisk (\*\*) in the NWP tables below.

<u>DDG 51 Class Technical Representative Work Items</u>	<u>Hours</u>
245-12-001	120
593-11-001	16

<u>FFG 7 Class Technical Representative Work Items</u>	<u>Hours</u>
311-21-001	80
342-11-001	30
516-10-001	24

Table L-5 – NOTIONAL WORK PACKAGE AND ITEM 999-99-999

DDG Notional Work Package Index and Independent Government Estimate (IGE)				
Work Item	Description	Man Hours	CFM Material	Tech Rep Hrs
077-10-001	Contractor Environmental Protection and Hazardous Waste Management Program; provide	48	\$585	
077-11-001*	Hazardous Waste Produced on Naval Vessels; control	0	\$2,000	
123-14-001	Potable Water Tank; inspect	168	\$3,644	
123-31-001***	Cleaning and Pumping (MSMO Support); accomplish	336	\$7,850	
244-11-001	Line Shaft Bearing Oil Seal; replace	56	\$1,651	
245-12-001**	Controllable Pitch Propeller (CPP) Hydraulic System; clean	2,016	\$23,936	120
251-32-001	2A/2B Intakes (Dirty Side); preserve	944	\$22,346	
259-10-001	Uptake Bulkhead; preserve	432	\$8,954	
259-11-001	Gas Turbine Exhaust Duct Lagging and Insulation; replace	704	\$16,709	
264-11-001	Number One Lube Oil Purifier Heater; clean	200	\$5,243	
446-80-001	ShipAlt DDG51-00449D, Document Disintegrator Installation; accomplish	304	\$5,814	
472-11-001	Ground Plane for two AS-2967/SRR Birdcage Antennas; repair	256	\$3,536	
508-11-001	Ventilation Insulation and Pipe Lagging; replace	128	\$3,297	
521-21-001	No. 2 Fire Pump; Seal Repair	136	\$2,888	
533-11-001	Potable Water Tanks Fill and Suction Manifold; repair	320	\$7,502	
571-10-001	Tilting Sliding Padeye; repair	248	\$5,897	
588-21-001	Recovery Assist, Securing and Traversing (RAST) System Control Station; preserve	424	\$10,860	
593-10-001	Plumbing Drain Tank; inspect	24	\$599	
593-11-001**	No. One and No. 2 Vacuum, Collecting, Holding, and Transfer (VCHT) Tank; inspect	184	\$1,486	16
612-21-001	Flight Deck Helicopter (Helo) Safety Nets; replace	1,008	\$22,073	
624-11-001	Balanced Joiner Door; remove, store and install	136	\$2,646	
625-11-001	Pilot House Windows; replace	168	\$4,375	
634-21-001	Flight Deck and Hangar Bay(s) Non-Skid Deck Covering; replace	4,616	\$123,384	
710-11-001	Handrails and Footrails on Main Mast; inspect and repair	64	\$1,220	
721-31-001	Vertical Launching System (VLS), MK 41 Launcher Top; preserve	2,904	\$36,135	
837-11-001	Antenna Photographs; accomplish	72	\$1,845	
980-11-001	ShipAlt DDG51-72561K, AIT Support Service; provide	40	\$0	
980-11-002	ShipAlt DDG51-00358K, AIT Support Service; provide	328	\$900	
980-11-003	ShipAlt DDG51-00460K, AIT Support Service; provide	152	\$375	
982-50-001	Dock Trial, Fast Cruise and Sea Trial; accomplish	264	\$9	
992-10-001***	Contractor Facilities; provide	64	\$4,500	
992-11-001***	Sanitary Facility; provide	528	\$9,583	
992-11-002***	Temporary Services; provide	4,464	\$20,168	
992-31-001	Demineralized Water; provide	32	\$314	
992-31-002***	Cleaning and Pumping; accomplish	1,136	\$18,131	
993-10-001	AN/SPY-1D Antenna Protective Cover; install	368	\$2,674	
993-31-001	Temporary Deck Covering; install	880	\$9,824	
999-99-999	Notional Work Package Balance of Expected Work Scope (See Table L-6 for percentages and total hours to be estimated in each labor category)	49,976		

FFG Notional Work Package Index and Independent Government Estimate (IGE)				
Work Item	Description	Man Hours	CFM Material	Tech Rep Hrs
077-10-001	Contractor Environmental Protection and Hazardous Waste Management Program; provide	176	\$863	
077-11-001*	Hazardous Waste Produced on Naval Vessels; control	-	\$14,608	
110-11-001	Hull Structure; repair	256	\$5,203	
123-11-001	Fuel Overflow or Ballast Tank Sounding Tube Assembly; replace	160	\$4,112	
123-16-001	Ballast Tank; repair	128	\$2,628	
123-31-001***	Cleaning and Pumping (MSMO support); accomplish	1,528	\$16,714	
130-11-001	Deck Plating; repair	120	\$2,597	
150-11-001	Bulkhead Repair; accomplish	264	\$5,968	
167-11-001	Watertight Door; replace	120	\$2,670	
234-12-001	Propulsion Gas Turbine Module Resilient Mount; replace	2,544	\$5,000	
251-11-001	Intake Plenum Wire Mesh Screen; repair	256	\$5,850	
256-11-001	Number One and 2 Refrigeration Plants Seawater Piping; replace	792	\$20,739	
259-11-001	Gas Turbine Exhaust Duct Collector; repair	560	\$2,642	
311-21-001**	Ship Service Diesel Generator No. 2 (SSDG) Caterpillar Top End Overhaul; accomplish	1,544	\$12,474	80
320-80-001	FFG7 Class AER 67,039, ASCO Model 435 and 942 Automatic Bus Transfer (ABT) L-5 Solenoid; remove	32	\$391	
332-11-001	Torpedo Magazine Lights; replace	224	\$5,252	
342-11-001**	Ship Service Diesel Generator No. 2 (SSDG) Set Cooler; clean	712	\$9,260	30
492-11-001	Visual Landing Aids Uni-directional Line-up Light Fixtures; replace	240	\$3,953	
512-11-001	Fan Coil Unit (FCU) Discharge Duct; remove and inspect	64	\$1,661	
512-11-002	Vaneaxial Fan and Motor (S01-321-1); repair	144	\$2,918	
513-11-001	Ventilation Ducting; replace	632	\$13,235	
516-10-001**	Refrigeration Plant Condenser; clean	264	\$2,390	24
521-11-001	Firemain Valves; replace	128	\$3,880	
521-11-002	Firemain Valves; repair	816	\$9,900	
529-11-001	Valve Manifold; repair	168	\$2,125	
533-11-001	Hot Potable Water Accumulator Tank; repair	144	\$15,706	
536-11-001	MK 92 Heat Exchanger; repair	192	\$2,468	
565-12-001	Fin Stabilizer Variable Delivery Pump Seal; replace	88	\$2,516	
581-11-001	Anchor Hawse Deck Bolster; repair	856	\$10,423	
582-11-001	Capstan, Master Switch; replace	96	\$2,555	
583-11-001	Boat Davit Weight Test; accomplish	104	\$2,287	
583-31-001	7M Rigid Inflatable Boat (RIB); repair	96	\$2,892	
588-11-001	RAST Track Traverse Cable; replace	184	\$7,448	
588-11-002	RAST Portable Side Plates; replace	1,720	\$42,449	
593-10-001	Collecting, Holding and Transfer (CHT) Piping System; chemically clean	520	\$16,496	
593-11-001	Collecting, Holding and Transfer (CHT) Piping; replace	896	\$24,362	
623-11-001	Vertical Ladder; replace	128	\$4,503	
624-11-001	Balanced Metal Joiner Door; replace	568	\$32,775	
625-11-001	Control Station Window; replace	64	\$4,476	
631-11-001	Superstructure; preserve	1,352	\$37,242	
634-11-001	Cosmetic Polymeric Deck; replace	256	\$6,470	
643-11-001	Crew Berth and Locker Assembly; replace	128	\$3,174	
644-11-001	CC1 Shower (2-113-0-L); repair	456	\$10,862	
651-11-001	Wardroom Pantry Dishwasher; replace	200	\$14,850	
655-11-001	Laundry Equipment; replace	184	\$18,300	

837-11-001	Antenna Photographs; provide	48	\$2,500
980-11-001*	Engineering Plant Light-Off Assistance; provide	-	\$5,000
982-50-001	Dock Trial, Fast Cruise and Sea Trial; accomplish	96	\$1,728
992-04-001	Habitability Support Service; provide	584	\$5,771
992-10-001	Wharf and Pier Laydown Area; utilize and manage	424	\$75
992-11-001	Temporary Firemain Service; provide	392	\$0
992-11-002***	Temporary Services; provide	2,336	\$48,476
992-11-003***	Sanitary Facility; provide	336	\$20,849
992-31-001	Demineralized Water; provide	24	\$600
992-31-002***	Cleaning and Pumping; accomplish	1,248	\$15,702
993-31-001	Temporary Deck Covering; install	632	\$5,911
993-41-001***	Temporary Refrigerated Storage Facilities, 1200 Cubic Feet; provide	80	\$5,592
999-99-999	Notional Work Package Balance of Expected Work Scope (See Table L-6 for percentages and total hours to be estimated in each labor category)	51,296	

In an effort to refine the total projected costs for each type of CNO availability supported by this solicitation, a notional labor hours and associated labor mix have been calculated for Work Item 999-99-999. This work item represents the difference between the number of labor hours included in a typical Selected Restricted Availability and the Government estimate of labor hours for the specific work items in the NWP. The production labor mix provided reflects the Navy's average historical craft/trade labor experienced on previous ship maintenance availabilities. For Work Item 999-99-999, Offerors are required to propose the Government estimated hours and must price out these hours utilizing the Government provided labor mix. If a composite rate is utilized to price out Work Item 999-99-999, the utilized composite rate must be consistent with the Government labor mix. To the extent that the Offeror proposes to subcontract for any of the effort in Work Item 999-99-999, the Offeror shall ensure that the subcontracted labor costs are consistent with the proposed effort/skill mix. The Offeror shall not utilize labor hours within Work Item 999-99-999 to satisfy the effort required under any other work item included in the notional work package. Table L-6 below provides the breakdown of the labor mix for Work Item 999-99-999 for both FFG and DDG SRA availabilities.

TABLE L-6 – WORK ITEM 999-99-999 LABOR MIX

999-99-999 Labor Trade Category	Percentage of Hours	FFG 999-99-999 Labor Hours	DDG 999-99-999 Labor Hours
Supervision	22.17%	11,372	11,080
Shipfitter	6.28%	3,221	3,138
Sheetmetal	1.59%	816	795
Welder/Burner	8.83%	4,529	4,413
Inside Machinist	3.74%	1,918	1,869
Outside Machinist	3.80%	1,949	1,899
Boilermaker	0.00%	0	0
Electrician	22.54%	11,563	11,266
Pipefitter	2.27%	1,164	1,134
Insulation/Lagger	1.26%	646	630
Carpenter/Shipwright	2.20%	1,129	1,099
Electronics/Ordnance	0.36%	185	180
Painter/Sandblaster	7.38%	3,786	3,688
Rigger	2.78%	1,426	1,389
Quality Assurance	3.55%	1,821	1,774
Firewatch	11.25%	5,771	5,622

## Section M - Evaluation Factors for Award

### M- 1: GENERAL:

A. Your attention is directed to FAR 52.215-1(f) in Section L, entitled—Instructions to Offerors –Competitive Acquisition, which provides that: The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors, as applicable, in the solicitation. This section contains specific evaluation factors for award of a contract pursuant to this solicitation.

B. Offerors are advised that the Government intends to make an award on the basis of initial proposals without conducting discussions with Offerors, but reserves the right to conduct discussions if determined by the Contracting Officer to be necessary (see paragraph (f)(4) of FAR 52.215-1). Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. Statements and representations made in the Offeror's proposal may be subject to verification by DCAA, other sources, or through an onsite survey by Navy evaluators.

C. Offerors are advised the Government will not evaluate any proposal information not contained within the body of the proposal. Letters of transmittal and/or cover letters that forward the proposal to the Government are not considered part of the body of the proposal.

D. The Government may determine that a proposal is unacceptable if the costs proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated cost, the cost of one or more contract line items is significantly overstated or understated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting officer determines that the lack of balance poses an unacceptable risk to the Government (FAR 52.215-1(f)(8)). The Government may eliminate an Offeror whose cost proposal is inconsistent with its technical proposal.

E. The Government will evaluate offers for award purposes by analyzing the projected cost for all options in conjunction with the projected cost for the basic requirement. Evaluation of options will not obligate the Government to exercise options.

F. The Procuring Contracting Officer (PCO) will arrange for the debriefing of successful or unsuccessful Offerors. After contract award, Offerors may request a debriefing regarding their respective proposals. All requests for debriefing shall be made in writing to the PCO, as required by FAR 15.506.

### M-2. EVALUATION CATEGORIES AND FACTORS:

#### A. Evaluation Categories:

The Government will evaluate the categories listed below in selecting a successful Offeror for the effort described in Section C of this solicitation:

1. Technical Category
2. Cost Category

#### B. Technical Evaluation:

1. The Government's evaluation of each Offeror's Technical Proposal will be based on the factors described by the outline in Section L of this solicitation. These factors are listed below in descending order of importance.

MANAGEMENT APPROACH

TECHNICAL APPROACH

RESOURCE CAPABILITIES

PAST PERFORMANCE

2. With the exception of Past Performance, each Technical Factor will be evaluated and assigned a rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory at the overall factor level. The adjective ratings for Past Performance are listed under paragraph (7) below. Additionally, the Government will assign an overall adjective rating to the Technical Category.

NOTE: Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor that is deemed to have an organizational conflict of interest.

3. The assessment of the Offeror's past performance is one of the Technical factors used for evaluating the Offeror's ability to successfully perform the contract resulting from this solicitation. Such consideration is separate and distinct from the Contracting Officer's responsibility determination under FAR 9.1.

4. The Government intends to evaluate Past Performance as a factor for award by reviewing Contractor Performance Assessment Reporting System (CPARS) ratings and other existing past performance information on relevant contracts in accordance with Section L. Such information may include information submitted by each Offeror with its proposal, Subcontractor past performance Questionnaires (Section L Addendum L1), as well as other relevant past performance information contained in the Northwest Regional Maintenance Center (NWRMC's) files or from other Government and non-Government sources, including commercial contracts. The Government reserves the right, in its sole discretion, to contact references provided by the Offeror and otherwise verify statements and representations made in Offerors proposals. In determining the relevance of the past performance data, the Government will give greater consideration to contracts requiring the same or similar type and complexity of work required by the solicitation.

5. For the purposes of this solicitation, the Government considers an Offeror's past performance of the following types of contract/work to be most relevant given the type of effort involved in this solicitation: CNO scheduled availabilities and continuous maintenance contracts for ARLEIGH BURKE (DDG 51) and OLIVER HAZARD PERRY (FFG 7) Class Ships performed within three (3) years of original proposal due date.

6. However, other types of contracts/work may be considered as part of the past performance evaluation as well, if aspects of the past performance are deemed to have some bearing on the expected performance of the subject solicitation. Trends showing improving or deteriorating performance will also be considered. In regard to other types of contracts/work, the Government will determine which past performance data is most relevant. The Government also may, in its discretion, consider past performance of subcontractors to the extent the Government considers the subcontractor's participation to be significant to performance under this contract.

7. Offerors will be rated as Exceptional, Very Good, Satisfactory, Neutral, Marginal, or Unsatisfactory for an overall Past Performance rating. In the case of an Offeror without a record of relevant past performance, or for whom information on past performance is not available, a Neutral rating will be assigned to the Past Performance Factor and the Offeror will be evaluated neither favorably, nor unfavorably, on past performance. However, an Offeror with no relevant past performance history, while rated Neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other Offerors.

8. The following subfactors within the Past Performance Factor will be evaluated:

- (a) Technical - (Quality of Product) - expected risk of successfully performing technical requirements of the subject solicitation based upon an Offeror's past performance of previously awarded, relevant contracts and the effectiveness of any implemented or proposed corrective actions.
- (b) Schedule - expected risk of successfully meeting the schedule requirements of the subject solicitation based upon an Offeror's past performance of previously awarded, relevant contracts, and the effectiveness of any implemented or proposed corrective actions.
- (c) Management - the expected risk that an Offeror will successfully manage a contract resulting from subject solicitation based upon an Offeror's past performance of previously awarded, relevant contracts, and the effectiveness of any implemented or proposed corrective actions.
- (d) Cost Control - the expected risk that an Offeror will effectively forecast, manage and control cost based upon an Offeror's past performance of previously awarded, relevant contracts, and the effectiveness of any implemented or proposed corrective actions.

Note: Under the Past Performance Factor, the subfactors are equal in importance.

#### C. Cost Evaluation:

1. A detailed review of each Offeror's cost proposal will be made to assess and evaluate the realism of the Offeror's estimated costs for performance of the requirements of this solicitation which shall include an evaluation as to the consistency between the submitted cost and technical proposals. The evaluation will consider the Offeror's proposed labor hours, labor rates, material costs, burden rates and other costs in light of information available to the Contracting Officer, including Government estimates for: (1) direct labor hours; (2) material costs; (3) direct labor costs; (4) overhead and G&A costs; and (5) any other costs which are likely to be incurred by the Offeror in performance of the requirements of the RFP.

The Government will obtain and utilize information obtained from the cognizant DCAA office in determining the validity of proposed labor rates and indirect costs projected in the cost proposal.

The Government will analyze and review the Offeror's cost estimates and supporting cost data, including comparison to the Government estimate for the notional work items in Section L. This analysis will be performed for work items defined in Section L, as well as on the Offeror's total proposal, including all options. Also, if the Offeror submits evidence to support an adjustment to the Government-provided estimates, the Government will review such evidence in deriving the cost realism for the Offeror's projected cost to the Government. As a result of this analysis, the Government may make adjustments to the Offeror's proposed costs to develop an estimate of the projected cost to the Government for each Offeror's proposed approach. The Government may also make adjustments to the Government estimates for certain work items at any time prior to award if, in the Government's judgment, more accurate cost information becomes available.

On the basis of the above analysis, the Government will develop a "projected cost to the Government" which represents, in the Government's judgment, the overall cost (projected costs plus 9.232% fee) to the Government, which will result from the Offeror's actual performance of the contract requirements of each contract line item (CLIN) set forth in Section B for which a proposed cost is required to be submitted. The Government will then evaluate offers for award purposes by adding together the projected cost plus 9.232% fee for the basic and option year CLINs, to arrive at a total evaluated cost to the Government. Evaluation of options will not obligate the Government to exercise these options.

Experience in Navy programs indicates a contract awarded to a contractor submitting an unrealistically low cost/price proposal (whether resulting from a decision on the part of the contractor to submit a price below anticipated costs; from inaccurate, incorrect or improper assumptions in the cost, technical, or other areas; from a lack of understanding of the contract requirements, or other circumstances) may cause problems for the Navy as well as the contractor during contract performance. Such problems may include the incurrence of significant cost

overruns that may substantially impair the contractor's ability to perform scheduled availabilities in a timely manner and cause significant disruptions in Fleet operations. Accordingly, Offerors' are cautioned that **SHOULD THE GOVERNMENT, IN THE EXERCISE OF ITS JUDGMENT, DETERMINE THAT A COST PROPOSAL SUBMITTED IN RESPONSE TO THIS SOLICITATION IS UNREALISTICALLY LOW, THE GOVERNMENT MAY REJECT THE PROPOSAL, REGARDLESS OF ITS TECHNICAL MERIT AND/OR EVALUATED COST TO THE GOVERNMENT.**

D. Relative Importance of Evaluation Categories:

1. The relative importance assigned to the Evaluation Categories is set forth below:

a. Technical Category - Technical is more important than Cost.

b. Cost Category – Cost is less important than Technical. A cost proposal that is unrealistic, unreasonable, or unbalanced may be rejected.

2. The relative order of importance of the Evaluation Categories are as follows: Overall Technical merit is considered more important than evaluated Cost; however, the importance of Cost as an Evaluation Category will increase as the differences in overall Technical merit among competing proposals decreases. As described in Section M of the RFP, the Government will evaluate each Offeror's Technical Proposal based on the following factors, which are listed in descending order of importance: Management Capability, Technical Approach, Resource Capabilities, and Past Performance. Under the Past Performance Factor, the subfactors are equal in importance.

M-3. BASIS FOR AWARD:

1. A contract award under this Request for Proposals (RFP) will be the result of an integrated assessment of the results of the evaluation based on the Evaluation Categories (Cost and Technical Categories considered) and their relative order of importance as indicated above. The Government intends to make a Best Value determination for contract award. Accordingly, the Government may award any resulting contract to other than the lowest projected Cost Offeror, or other than the Offeror with the highest Technical Category rating.

2. Notwithstanding the results of the Best Value determination, as described above, or any other provisions of this solicitation to the contrary, the Government reserves the right to use industrial mobilization considerations in making a contract award decision. If the Government determines that contract award should be made based upon industrial mobilization considerations, an assessment will be made by the Government, to determine an award, which will best serve the interests of the national defense in maintaining an adequate ship repair industrial mobilization base.

3. Offerors are advised that the Government seeks proposals, which demonstrate the greatest technical merit at a reasonable cost. Accordingly, Offerors are advised that award may not be made to the Offeror with the lowest evaluated cost to the Government if award to an Offeror with a higher cost proposal affords the Government a greater overall benefit. Award will be made to the Offeror who meets the requirements of FAR Subpart 9.1, Responsible Prospective Contractors, whose proposal conforms to the requirements of the solicitation and has been determined to be technically acceptable, and whose proposal is determined to offer the best value to the Government in accordance with the evaluation criteria and factors set forth in Section M-2, above. In this connection, overall technical merit is considered more important than evaluated cost; however, the importance of cost as an evaluation factor will increase as the difference in overall technical merit among competing proposals decreases.

CLAUSES INCORPORATED BY FULL TEXT

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

CONTRACT AWARD (NAVSEA) (SEP 1990)

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1 which provides that the contract will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation. "Factors" and "subfactors" shall include all of those evaluation factors and subfactors which are described in this Section M.