

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 136		
2. CONTRACT NO.		3. SOLICITATION NO. N00189-16-R-0022	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 17 Dec 2015	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVSUP FLC NORFOLK CONTRACTING NORFOLK OFFICE ATTN: K. PETTI 1968 GILBERT ST, SUITE 600 NORFOLK VA 23511-3392 CODE N00189			8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	CODE	TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Sealed offers in original and <u>1</u> 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 <u>Section L</u> until <u>04:00 PM</u> local time <u>01 Feb 2016</u> (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 KATE M. PETTI		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-443-1618		C. E-MAIL ADDRESS kate.petti@navy.mil			
11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
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X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 31	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		32 - 88	X	J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE		89 - 90	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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X	H	SPECIAL CONTRACT REQUIREMENTS		100 - 102	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)									
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			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	HUSBANDING SUPPORT SERVICES & SUPPLIES FFP THIS IS AN INFO ONLY CLIN. FOB: Destination				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	UNDEFINED CHARTER & HIRE FUNDED ITEMS FFP The contractor shall perform husbanding services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAA. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA01 - AA6U. TYCOM Central Line of Accouting (LOA) for Charter and Hire (_K) FOB: Destination				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB	UTILITIES FUNDED ITEMS FFP The contractor shall perform and provide utilities services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAB. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA6V - AA8E. TYCOM Central Line of Accounting (LOA) for Utilities (_W) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC	FORCE PROTECTION FUNDED ITEMS FFP The contractor shall provide force protection services in accordance with the PWS subContract Lne Item Number (subCLIN) X00XAC. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA8F - AAAM. TYCOM Central Line of Accounting (LOA) for Force Protection (_L) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
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0001AD

QUANTITY
UNDEFINED

COMMUNICATIONS FUNDED ITEMS

FFP

The contractor shall provide communications services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAD. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAAN - AAB9.

TYCOM Central Line of Accouting (LOA) for Communications (_S)

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
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0001AE

QUANTITY
UNDEFINED

TRANSPORTATION FUNDED ITEMS

FFP

The contractor shall provide transportation services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAE. See exhibit AA - Exhibit Line Item Numbers (ELINs) AABA - AACA.

TYCOM Central Line of Accouting (LOA) for Transporation (_D)

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AF	PROVISIONS FUNDED ITEMS FFP The contractor shall provide provisions in accordance with the PWS subContract Line Item Number (subCLIN) X00XAF. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACB- AACM. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AG	FUEL FUNDED ITEMS FFP The contractor shall provide fuel in accordance with the PWS subContract Line Item Number (subCLIN) X00XAG. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACN - AAD6. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AH	OTHER SERVICES FUNDED ITEMS FFP The contractor shall provide other husbanding support services and items not indenfied in the previous subCLINs in accordance with the PWS subContract Line Item Number (subCLIN) X00XAH. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAD7 - AADS. TYCOM CENTRAL LOA OTHER (_U) FOB: Destination	UNDEFINED			
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	MINIMUM GUARANTEE FFP This line item does not order goods or services. It will be issued on a task order for the sole purpose of recording the obligation of funds associated with the minimum guarantee under this basic contract. FOB: Destination	UNDEFINED			
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	REPORTING FFP The contractor shall provide reports as detailed in the PWS Contract Line Item Number (CLIN) X00X. THIS CLIN IS NOT SEPARATELY PRICED (NSP). FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	HUSBANDING SUPPORT SERVICES & SUPPLIES FFP THIS IS AN INFO ONLY CLIN. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA	UNDEFINED				
OPTION	CHARTER & HIRE FUNDED ITEMS				
	FFP				
	The contractor shall perform husbanding services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAA. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA01 - AA6U.				
	TYCOM Central Line of Accouting (LOA) for Charter and Hire (_K)				
	FOB: Destination				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB	UNDEFINED				
OPTION	UTILITIES FUNDED ITEMS				
	FFP				
	The contractor shall perform and provide utilities services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAB. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA6V - AA8E.				
	TYCOM Central Line of Accouting (LOA) for Utilities (_W)				
	FOB: Destination				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	FORCE PROTECTION FUNDED ITEMS FFP	UNDEFINED			
The contractor shall provide force protection services in accordance with the PWS subContract Lne Item Number (subCLIN) X00XAC. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA8F - AAAM.					
TYCOM Central Line of Accouting (LOA) for Force Protection (_L) FOB: Destination					
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	COMMUNICATIONS FUNDED ITEMS FFP	UNDEFINED			
The contractor shall provide communications services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAD. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAAN - AAB9.					
TYCOM Central Line of Accouting (LOA) for Communications (_S) FOB: Destination					
					NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AE OPTION	TRANSPORTATION FUNDED ITEMS FFP The contractor shall provide transportation services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAE. See exhibit AA - Exhibit Line Item Numbers (ELINs) AABA - AACA. TYCOM Central Line of Accounting (LOA) for Transporation (_D) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AF OPTION	PROVISIONS FUNDED ITEMS FFP The contractor shall provide provisions in accordance with the PWS subContract Line Item Number (subCLIN) X00XAF. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACB- AACM. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AG OPTION	FUEL FUNDED ITEMS FFP The contractor shall provide fuel in accordance with the PWS subContract Line Item Number (subCLIN) X00XAG. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACN - AAD6. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AH OPTION	OTHER SERVICES FUNDED ITEMS FFP The contractor shall provide other husbanding support services and items not indenfied in the previous subCLINs in accordance with the PWS subContract Line Item Number (subCLIN) X00XAH. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAD7 - AADS. TYCOM CENTRAL LOA OTHER (_U) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	REPORTING FFP The contractor shall provide reports as detailed in the PWS Contract Line Item Number (CLIN) X00X. THIS CLIN IS NOT SEPARATELY PRICED (NSP). FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	HUSBANDING SUPPORT SERVICES & SUPPLIES FFP THIS IS AN INFO ONLY CLIN. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	CHARTER & HIRE FUNDED ITEMS FFP	UNDEFINED			
<p>The contractor shall perform husbanding services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAA. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA01 - AA6U.</p> <p>TYCOM Central Line of Accounting (LOA) for Charter and Hire (_K) FOB: Destination</p>					
					NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AB OPTION	UTILITIES FUNDED ITEMS FFP	UNDEFINED			
<p>The contractor shall perform and provide utilities services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAB. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA6V - AA8E.</p> <p>TYCOM Central Line of Accounting (LOA) for Utilities (_W) FOB: Destination</p>					
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AC OPTION	FORCE PROTECTION FUNDED ITEMS FFP The contractor shall provide force protection services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAC. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA8F - AAAM. TYCOM Central Line of Accounting (LOA) for Force Protection (_L) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AD OPTION	COMMUNICATIONS FUNDED ITEMS FFP The contractor shall provide communications services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAD. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAAN - AAB9. TYCOM Central Line of Accounting (LOA) for Communications (_S) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AE OPTION	TRANSPORTATION FUNDED ITEMS FFP The contractor shall provide transportation services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAE. See exhibit AA - Exhibit Line Item Numbers (ELINs) AABA - AACA. TYCOM Central Line of Accounting (LOA) for Transporation (_D) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AF OPTION	PROVISIONS FUNDED ITEMS FFP The contractor shall provide provisions in accordance with the PWS subContract Line Item Number (subCLIN) X00XAF. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACB- AACM. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AG OPTION	FUEL FUNDED ITEMS FFP The contractor shall provide fuel in accordance with the PWS subContract Line Item Number (subCLIN) X00XAG. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACN - AAD6. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AH OPTION	OTHER SERVICES FUNDED ITEMS FFP The contractor shall provide other husbanding support services and items not indenfied in the previous subCLINs in accordance with the PWS subContract Line Item Number (subCLIN) X00XAH. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAD7 - AADS. TYCOM CENTRAL LOA OTHER (_U) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	REPORTING FFP The contractor shall provide reports as detailed in the PWS Contract Line Item Number (CLIN) X00X. THIS CLIN IS NOT SEPARATELY PRICED (NSP). FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	HUSBANDING SUPPORT SERVICES & SUPPLIES FFP THIS IS AN INFO ONLY CLIN. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	CHARTER & HIRE FUNDED ITEMS FFP	UNDEFINED			
<p>The contractor shall perform husbanding services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAA. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA01 - AA6U.</p> <p>TYCOM Central Line of Accouting (LOA) for Charter and Hire (_K) FOB: Destination</p>					
					NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AB OPTION	UTILITIES FUNDED ITEMS FFP	UNDEFINED			
<p>The contractor shall perform and provide utilities services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAB. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA6V - AA8E.</p> <p>TYCOM Central Line of Accouting (LOA) for Utilities (_W) FOB: Destination</p>					
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AC OPTION	FORCE PROTECTION FUNDED ITEMS FFP The contractor shall provide force protection services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAC. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA8F - AAAM. TYCOM Central Line of Accouting (LOA) for Force Protection (_L) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AD OPTION	COMMUNICATIONS FUNDED ITEMS FFP The contractor shall provide communications services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAD. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAAN - AAB9. TYCOM Central Line of Accouting (LOA) for Communications (_S) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AE OPTION	TRANSPORTATION FUNDED ITEMS FFP The contractor shall provide transportation services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAE. See exhibit AA - Exhibit Line Item Numbers (ELINs) AABA - AACA. TYCOM Central Line of Accounting (LOA) for Transporation (_D) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AF OPTION	PROVISIONS FUNDED ITEMS FFP The contractor shall provide provisions in accordance with the PWS subContract Line Item Number (subCLIN) X00XAF. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACB- AACM. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AG OPTION	FUEL FUNDED ITEMS FFP The contractor shall provide fuel in accordance with the PWS subContract Line Item Number (subCLIN) X00XAG. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACN - AAD6. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AH OPTION	OTHER SERVICES FUNDED ITEMS FFP The contractor shall provide other husbanding support services and items not indenfied in the previous subCLINs in accordance with the PWS subContract Line Item Number (subCLIN) X00XAH. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAD7 - AADS. TYCOM CENTRAL LOA OTHER (_U) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	REPORTING FFP The contractor shall provide reports as detailed in the PWS Contract Line Item Number (CLIN) X00X. THIS CLIN IS NOT SEPARATELY PRICED (NSP). FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	HUSBANDING SUPPORT SERVICES & SUPPLIES FFP THIS IS AN INFO ONLY CLIN. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	CHARTER & HIRE FUNDED ITEMS FFP	UNDEFINED			
<p>The contractor shall perform husbanding services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAA. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA01 - AA6U.</p> <p>TYCOM Central Line of Accouting (LOA) for Charter and Hire (_K) FOB: Destination</p>					
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AB OPTION	UTILITIES FUNDED ITEMS FFP	UNDEFINED			
<p>The contractor shall perform and provide utilities services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAB. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA6V - AA8E.</p> <p>TYCOM Central Line of Accouting (LOA) for Utilities (_W) FOB: Destination</p>					
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AC OPTION	FORCE PROTECTION FUNDED ITEMS FFP	UNDEFINED			
	The contractor shall provide force protection services in accordance with the PWS subContract Lne Item Number (subCLIN) X00XAC. See exhibit AA - Exhibit Line Item Numbers (ELINs) AA8F - AAAM.				
	TYCOM Central Line of Accouting (LOA) for Force Protection (_L) FOB: Destination				

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AD OPTION	COMMUNICATIONS FUNDED ITEMS FFP	UNDEFINED			
	The contractor shall provide communications services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAD. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAAN - AAB9.				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AE OPTION	TRANSPORTATION FUNDED ITEMS FFP The contractor shall provide transportation services in accordance with the PWS subContract Line Item Number (subCLIN) X00XAE. See exhibit AA - Exhibit Line Item Numbers (ELINs) AABA - AACA. TYCOM Central Line of Accounting (LOA) for Transporation (_D) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AF OPTION	PROVISIONS FUNDED ITEMS FFP The contractor shall provide provisions in accordance with the PWS subContract Line Item Number (subCLIN) X00XAF. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACB- AACM. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AG OPTION	FUEL FUNDED ITEMS FFP The contractor shall provide fuel in accordance with the PWS subContract Line Item Number (subCLIN) X00XAG. See exhibit AA - Exhibit Line Item Numbers (ELINs) AACN - AAD6. FOB: Destination	UNDEFINED			

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AH OPTION	OTHER SERVICES FUNDED ITEMS FFP The contractor shall provide other husbanding support services and items not indenfied in the previous subCLINs in accordance with the PWS subContract Line Item Number (subCLIN) X00XAH. See exhibit AA - Exhibit Line Item Numbers (ELINs) AAD7 - AADS. TYCOM CENTRAL LOA OTHER (_U) FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	REPORTING FFP The contractor shall provide reports as detailed in the PWS Contract Line Item Number (CLIN) X00X.	UNDEFINED			
THIS CLIN IS NOT SEPARATELY PRICED (NSP).					
FOB: Destination					

MAX
NET AMT

SCHEDULE NOTES

- 1) All prices as a result of this contract shall be firm-fixed prices and shall be expressed in U.S. Dollars.
- 2) Fixed Prices shall be inclusive of all pricing variables, including, but not limited to, all necessary equipment, licensed operators, holiday and overtime costs, customs clearances, mobilization and demobilization (including all associated equipment and labor required to satisfy vessel and port requirement), removal, disposal, pre-positioning, staging, charter, vetting of operations, detention or demurrage, fuel and operating expenses, all applicable taxes and surcharges associated with performing the entire cycle to deliver the logistic services described in this contract, and profit. Prices shall also include performance at night, overtime, Saturdays, Sundays, Holidays, performance under heavy rain and, other inclement weather, and service to tankers and ships carrying explosives, as well as any cost associated with all necessary insurance as required by local laws, licenses and permits or incurred to comply with applicable laws, codes, and regulations, in connection with the performance of the work. These requirements do not include performance during hurricanes except where ships are required to depart in advance of hurricanes as part of a hurricane evasion plan.

All pre-positioning or pre-staging cost and time for the purpose of vetting operations or otherwise shall be included in the unit price as part of the direct cost. Pre-staging or pre-positioning for vetting operations typically occurs one or two days prior to the arrival of the visiting vessels.

- 3) Port Tariff items and Port Dues are services rendered by a Port Authority’s concessionaire at rates established and controlled by Port Authorities and published in a public list. These services are marked as “-PT” in the ELIN and shall be proposed as a firm-fixed-price (FFP) by the HSP at the Request for Task Order Proposal (RTOP) level. The Government expects HSPs to be the prime contractors for services rendered in a port. If contractors run into an issue regarding Port Tariffs and/or Port Dues at the Task Order level, they shall immediately notify the Contracting Officer.
- 4) “Priced Items” are exhibit line item numbers (ELINs) with prices established in the contract, and represent fixed price obligations on the part of the contractor, subject to downward only adjustments at the Task Order level. The Government has the right to order the contractor to perform Priced Items for a price no higher than the contract price. The Government retains this right regardless of whether or not the

contractor submits an offer in response to an RTOP. However, the Government will utilize a competitive approach to the greatest extent practicable.

“Other Items” are exhibit line item numbers that cannot be specified at this time sufficient for offerors to propose firm-fixed-prices on, but are defined sufficiently to be within the scope of the contract. As “Other Items” are not presently identified, the “Other Items” ELINs are issued in both the solicitation and the contract as Estimated (EST) ELINs with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing. “Other Items” are priced in the schedule with an estimated price with a unit of “LOT” or “JOB or “SRVC”. Examples of “Other Items” ELINs include: “OTHER TRASH REMOVAL” (XX0V); “OTHER FLEET LANDING” (XX21); and, “OTHER BROW, CRANE, FORKLIFT, & MANLIFT SERVICES” (XX37). The contractor shall propose firm fixed prices for supplies and services associated with “Other Items” ELINs when they are solicited pursuant to an RTOP.

“Reserved Items” are exhibit line item numbers that cannot be specified at this time as being required items and services for port visits within the area of responsibility (AOR) and will not require firm fixed prices at time of contract award. These “reserved items” are identified to be within the scope of the contract and the contractor shall propose firm-fixed-prices for supplies and services associated with “reserved items” ELINs, when they are solicited pursuant to an RTOP. In addition, the Government reserves the right to determine whether it would be appropriate to include these “reserved items” as priced items within the exhibit(s) at a later time and thus adding additional fixed priced items and services under the contract. Periodically, the Government will assess the need for these “reserved items” during port visits and if it is in the best interest of the Government, the Procuring Contracting Officer (PCO) may request firm-fixed-prices from contract holders for the purpose of “activating” items from a state of being “reserved” to being “priced” within the established pricing schedule(s). Should adjustments be made to the pricing schedule, a bilateral modification will be issued for both parties to agree to said changes.

“Reserved ELINs” are exhibit line item numbers within the Exhibit(s) that are reserving an exhibit line item number should a service or item be required within the AOR that is not currently identified under the “priced items” or “reserved items” ELINs. The “reserved ELINs” are reserved for husbanding services or items that cannot be specified at this time; however, should services or items become regularly required husbanding support services and items during port visits and if it is in the best interest of the Government, the PCO may request firm-fixed-prices from contract holders for the purpose of “adding” new items. Should additions be made to the pricing schedule, a bilateral modification will be issued for both parties to agree to said changes.

Firm-fixed-prices for all items will be set at the Task Order level.

The contractor is required to perform any Task Order issued to it, regardless of whether the Government issued an RTOP for the Task Order, or the contractor submitted an offer in response to an RTOP for the Task Order. The contractor is required to perform a Task Order issued to it based on the services priced in the basic contract for that particular port, even if the parties fail to agree on an overall price for the Task Order prior to the performance date. In cases where the parties are unable to agree on an overall price for the Task Order prior to the performance date, the matter will be resolved in accordance with the Disputes Clause, 52.233-1.

- 5) Volumetric based services. At the time the RTOP is issued, the Government will identify the estimated quantity for the volumetric services as well as a percentage range from that quantity. Contractors will be expected to propose a lump sum FFP for these volumetric services taking into account the percentage range. This price will be utilized in the Task Order evaluation. In addition, contractors will be requested to provide a unit price for amounts offloaded above or below the stated percentage range. At the time the services are completed, the contractor will be paid according to the lump sum FFP proposed, adjusted only for any variations from the estimated quantities stated in the RTOP that are outside of the range established in the RTOP. For example:

RTOP – Request removal of an estimated 300CM of CHT per day with a range of +/- 15%.

Price 1 – For removal of quantities between 255 CM and 345 CM – propose a lump sum FFP for the Task Order.

Price 2 – For removal of quantities <255 CM or >345 CM – propose a unit price to be utilized if CHT offload is outside of the specified range.

Price 2 will not be part of the RTOP evaluation for award. Price 2 will be deducted from the lump sum price for each unit that the actual quantities fall below the specified range, and Price 2 will be added to the lump sum price for each unit that the actual quantities are above the specified range.

All proposed prices at the task order level for both Price 1 and Price 2 shall not exceed the maximum prices indicated in the basic contract (i.e., in response to an RTOP, the proposed Price 1 shall not exceed the unit price in the basic contract extended by the estimated quantities in the RTOP, and the proposed Price 2 shall not exceed the unit price in the basic contract).

As a result of this approach, the volumetric services will not include minimum guarantees. The contractor's proposed unit prices should be inclusive of all costs as indicated in the pricing notes, paragraph 2. Offerors shall propose firm-fixed unit prices for the basic contract and those prices shall be used for evaluation for award of the basic contracts, and serve as maximum prices.

The ship's personnel shall verify all offload figures at time the service is rendered and the ship duty engineer shall certify the accuracy of the HSP's report in writing. The HSP shall follow any environmental regulations required by each country. In case of disputes concerning the offload figures, the HSP shall notify the FLC Ordering Officer and submit any supporting documentation such as disposal certificates, when applicable, for resolution under the Dispute clause.

- 6) Several services are based on hourly or daily rates. Time will begin to be measured once the equipment and/or labor is along-side the vessel and is capable of operation. For the purposes of this contract, one (1) day is equal to 24 hours and begins with the performance of service. For example, service from 1800 until 1800 the next calendar day is equal to one (1) day of service. In cases where the billing unit is 'day' and a full day of service is not used, the HSP shall be entitled to bill for one day of service. For example, if a line item with a billing unit of day is ordered and used for 30 hours, the HSP would be entitled to bill for two days of service. In cases where the ship does not arrive at the time specified in the Task Order and services are made available based upon the time requested in the Task Order, billing for services may commence at the time requested by the Government unless notice of cancellation is provided in accordance with Section H by a Contracting Officer.
- 7) The services at anchorage shall be provided at all anchorage points assigned by the local port authority.
- 8) Repositioning is defined as: Moving a piece of equipment, such as a crane, to another required work location after it has been set up for work. This involves tear down and new set up actions. Repositioning does not include movement of the barge, vessel, or equipment as required to complete performance required in the Performance Work Statement (PWS). When repositioning is required, the Contracting Officer will negotiate the appropriate repositioning fees with the HSP provider at the RTOP level.
- 9) **The CLIN, SUBCLIN, and ELIN structure in this contract follows the below listed conventions:**

ALL CLINs under this contract are assigned to one region, i.e. East Coast Continental United States (ECONUS), running from Maine through Texas, to include all eastern U.S. territories (Puerto Rico, U.S. Virgin Islands), with the Exhibit Line Item Numbers provided in the annotated Exhibit. For example:

CLINs	subCLINs	Contract Year	Exhibit
0001	0001AA 0001AB 0001AC 0001AD 0001AE 0001AF 0001AG 0001AH	Base Year	AA
1001	1001AA 1001AB 1001AC 1001AD 1001AE 1001AF 1001AG 1001AH	Option Year One	AA
2001	2001AA 2001AB 2001AC 2001AD 2001AE 2001AF 2001AG 2001AH	Option Year Two	AA
3001	3001AA 3001AB 3001AC 3001AD 3001AE 3001AF 3001AG 3001AH	Option Year Three	AA
4001	4001AA 4001AB 4001AC 4001AD 4001AE 4001AF 4001AG 4001AH	Option Year Four	AA

The subCLINs match specific categories of funding required/provided. For Example:

Funding	subCLINs	Tycom Central LOA
Charter & Hire	X001AA	K
Utilities	X001AB	W
Force Protection	X001AC	L
Communications	X001AD	S
Transportation	X001AE	D
Provisions	X001AF	

Fuel	X001AG	
Other Services Funded Items	X001AH	U

The ELINs tie to the subCLINs as such:

subCLINs as shown in PWS	Exhibit	ELINs
X001AA	AA	AA01 – AA6U
X001AB	AA	AA6V – AA8E
X001AC	AA	AA8F – AAAM
X001AD	AA	AAAN – AAB9
X001AE	AA	AABA – AACA
X001AF	AA	AACB – AACM
X001AG	AA	AACN – AAD6
X001AH	AA	AAD7 – AADS

Throughout the following PWS an “X” is used as a placeholder in the CLIN and subCLIN to show that the CLINs and subCLINs will vary depending on contract year. In addition, an “XX” is used as a placeholder in the ELIN to show that ELINs will vary depending on the number of Exhibits included in the contract.

Note that CLIN X00X – Minimum Guarantee and CLIN X00X – Reporting will be included in all contracts.

10) Minimum/Maximum

Maximum: \$42,000,000.00. The maximum applies to the cumulative total of orders issued under all contracts awarded as a result of the Solicitation.

The minimum guarantee is \$2,000.00. The minimum guarantee is for the entire life of the contract, base year plus four (4) 1-year option periods.

Pricing Schedules

See **Exhibit AA** - Exhibit Line Item Numbers (ELINs) for CLINs 0001, 1001, 2001, 3001, & 4001

Section C - Descriptions and Specifications

SECTION C**PERFORMANCE WORK STATEMENT (PWS) FOR HUSBANDING SERVICES****A. DESCRIPTION OF CONTRACTUAL SCOPE**

The services to be provided through performance consist of maritime husbanding support. The holder of this contract is a U.S. Navy contractor, a husbanding service provider (HSP), and is NOT an agent of the U.S. Navy and does not have the authority to bind the U.S. Navy.

Maritime husbanding support is provided by a HSP from a standard list of supplies/services at a contract fixed price. The HSP shall ensure that ordered supplies and services conform to the general requirements of the contract pursuant to this PWS.

The geographic scope and region covered by this contract includes ALL non-U.S. Navy ports located along the **East Coast Continental United States (ECONUS), running from Maine through Texas, to include all eastern U.S. territories (Puerto Rico, U.S. Virgin Islands), AOR.** All anchorage points assigned by the port authorities are considered within the scope of the port's location.

Attachment J-3 titled "Port Visits – Historical Data" includes historical data by port and ship classes from September 2010 – October 2015.

U.S. Ships (USS) and U.S. Naval Ships (USNS) as well as U.S. Coast Guard Ships (USCG) are authorized to use this contract. U.S. Air Force (USAF), U.S. Army (USA) and any other activity of the U.S. Department of Defense (DoD) shall require specific authorization from the contracting officer to use this contract.

Orders for the Military Sealift Command (MSC) funded ships (typically designated as United States Naval Ships (USNS) in their title) may be placed by MSC Contracting Officers.

Orders for the U.S. Coast Guard Ships (USCG) may be placed by U.S. Coast Guard Contracting Officers.

Other activities (i.e. U.S. Army, NATO ships, or other foreign vessels participating in U.S. Military or NATO exercises) may be authorized to utilize this contract. If these activities are authorized, orders for these ships will be placed by NAVSUP FLC Ordering Officers or the contractor will be notified of the addition of an authorized ordering activity by contract modification to section G "Authorized Ordering Officers", which will specifically identify the authorized ordering activity.

B. QUALITY

The HSP shall provide quality goods and services at requested delivery times to ships making port visits, provide continuous oversight of costs and performance throughout the areas covered by this contract, and make meaningful suggestions on strategies and tactics to control costs and improve performance under this contract. This PWS does not specify how the HSP is to perform, but instead provides measurable performance standards, which are established in the Quality Assurance Surveillance Plan (QASP) to monitor contract performance during each ship's visit. The QASP is detailed in Attachment J-1 "QUALITY ASSURANCE SURVEILLANCE PLAN".

The percentage goals in the QASP are fixed for each factor. The failure of the HSP to meet the percentage goal for any factor will be investigated and evaluated by the contracting officer. The average of the goals for each factor will be the total percentile target. The HSP will be given the opportunity to refute an adverse assessment prior to finalizing the assessment for a quarter.

The QASP results will be used to complete the annual Contractor Performance Assessment Reporting System (CPARS) required reports. Additional information regarding CPARS can be found in section G-4 "CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)" of this contract.

The quality of all services or supplies provided shall conform at least to the quality standards in the relevant profession, trade, or field of endeavor where corresponding supplies or services exist, and to the explicit standards contained in the PWS. All services shall be performed by individuals fully qualified and licensed in their relevant area. The HSP shall obtain any necessary insurance including Admiralty insurance as required, licenses and permits and comply with any applicable laws, codes and regulations, in connection with the performance of all work under this contract.

C. STANDARD PROCESS FOR SHIP'S VISIT – DEFINITION OF THE HSP ROLE

The HSP is involved in organizing the ship's visit from the pre-arrival arrangements to the ship's departure and after the ship's departure.

1. PRE-ARRIVAL ARRANGEMENTS

- a) **ADVANCE LOGISTICS RESPONSE TEAM (ALRT).** In the event that an ALRT for a ship arrives in port prior to a ship's arrival, the HSP will assist the ALRT by providing logistical support and coordinating all requirements. (See Logistics Support to Government Teams ELIN XX6G).
- b) **FORCE PROTECTION.** The exhibit spreadsheet and specific portions of this PWS include force protection equipment for the region which the contractor shall fix price with their initial offer for the basic contract. RTOPs for individual orders will include an estimated amount of force protection equipment anticipated as necessary for the upcoming ship visit. Contractors shall provide a proposal based on the estimated quantities in the RTOP, using prices no higher than those proposed in the basic contract but may offer discounts or downward pricing from those fixed prices. Award of the task order will be made in accordance with the ordering procedures outlined in section H-2 "ORDERING PROCEDURES" of the contract using the estimated force protection quantities and the proposed amounts. Once a task order has been awarded, the HSP shall reconfirm with the ship that these force protection requirements meet the ship's requirements prior to beginning performance. The ship's Supply Officer or Commanding Officer may also request additional force protection requirements not covered by the task order; however, any requests for additional force protection requirements will be coordinated through the Contracting Officer or Ordering Officer prior to providing any additional force protection services in accordance with the procedures outlined in Section H-2 "ORDERING PROCEDURES". For emergencies involving life, limb or property, the unit Commanding Officer and Supply Officer retain the authority to order directly from the HSP. If any other activity or individual orders force protection services (e.g. NCIS, DAO) not covered in the task order, the HSP is required to immediately inform the ship and Contracting Officer or Ordering Officer of such and must obtain confirmation prior to beginning performance of these services. Organizations such as NCIS and DAO are not Ordering Officers under this contract unless specific authorization has been given by the Contracting Officer. Therefore, they have no contractual authority to place orders. Any services provided in this contract ordered by an entity not described in this contract shall be provided at the HSP's own risk and shall result in no additional cost to the U.S. Government.
- c) The HSP shall coordinate with the ship's designated Receipt Inspector to sign for all Force Protection Equipment immediately upon ship's arrival. For port visits where an Expeditionary Strike Group or a Carrier Strike Group will be coordinating and/or directing Force Protection requirements, the ship's Commanding Officer or Supply Officer, in agreement with the Strike Group Commander may designate in writing, with signed approval by each unit, a Receipt Inspector to receive, inspect, and sign for all Force Protection requirements delivered by the HSP in advance of the ship's arrival. The HSP and designated Receipt Inspector shall follow the guidelines specified in Paragraph C.2 (b)(3) of this Section.

- d) **FUEL AND PROVISION OF SUBSISTENCE AND FRESH FRUIT AND VEGETABLES (FFV).** If the ship requires fuel or FFV, the requirement will normally be satisfied by the Defense Logistics Agency (DLA). In the event Provisions and Fuel are ordered from the HSP the requirements at SUBCONTRACT LINE ITEM NUMBERS (SUBCLINS) X00XAF and X00XAG respectively apply.
- e) **LAUNDRY AND DRY CLEANING SERVICES.** Laundry and dry cleaning services for the ship's laundry and for individual crewmember usage will be ordered from the vendor directly by the ship or the crewmember. The HSP shall assist the ship, as necessary, to identify and contact vendors available in the area. Payment for services will be made by the ship to the vendor rather than through the HSP Contractor. Crewmembers will settle their own bills. Any potential issues shall be resolved directly between the ship or the crewmember and the local vendor. The assistance is included under the Husbanding Services Fee and the HSP shall not charge additional fees for this service.
- f) **MORALE WELFARE AND RECREATION (MWR) SERVICES.** If an MWR contract has been awarded which covers the location of the ship's visit then the HSP must refer all MWR requests to the authorized MWR contractor. If there is an MWR contract, the MWR contractor is the U.S. Navy's sole representative for this service. Under no circumstances will the HSP assist crew personnel in booking these services if an MWR representative is servicing the ship. In the absence of an MWR contract, the HSP shall provide advance information on the full scope of all recreational/liberty activities available in local area and assist the ship or the crewmember, as necessary, to identify and contact the vendors. Information (with associated costs) shall include, but is not limited to, visitor tips, transportation, sightseeing tours, entertainment, sporting events, and lodging. Payment for services will be made by the ship or the crewmember to the vendor rather than through the HSP Contractor. Any potential issue shall be resolved directly between the ship or the crewmember and the local vendor. This service is included under the Husbanding Services Fee and the HSP shall not charge additional fees for this service.
- g) **HAZARDOUS MATERIAL DISPOSAL (HAZMAT)/SHIPBOARD GENERATED INDUSTRIAL WASTE (SGIW).** The HSP shall not dispose/offload any hazardous waste requirements unless prior approval has been provided by the appropriate Navy Environmental Office.
- h) **PERSONAL REQUESTS.** The U.S. Government will not pay the HSP for any personal requests from individual crewmembers, whether military or civilian, or contractor personnel supporting the ship.
- i) **MONEY EXCHANGE SERVICES.** Money exchange services shall be handled separately between the ship or the crewmember and the local authorized money changers. The HSP shall assist the ship, as necessary, to identify and contact authorized money exchangers available in the area. Any potential issue shall be resolved directly between the ship or the crewmember and the local vendor. This service is included under the Husbanding Services Fee and the HSP shall not charge additional fees for this service.
- j) The HSP shall coordinate with the appropriate port authority to arrange for a pierside or anchorage berthing location. To the extent possible, the berthing location will be consistent with the description included in the RTOP for the port visit if provided, or with other information provided to the HSP by the Contracting Officer. The HSP shall install all ordered equipment upon the ship's arrival. Examples are brows, platforms, shore power cables, mooring lines, fenders, curb caps, and steps.

2. SHIP'S ARRIVAL AND VISIT

a) INITIAL BOARDING

- (1) The HSP that has been awarded the task order shall board each ship within two (2) hours after the ship's arrival. All HSP personnel who deal directly with the ship must speak and

understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port. All correspondence shall be in English.

- (2) Upon initial boarding, the HSP shall provide the ship's Supply Officer with the following:
- All emergency telephone numbers, e.g. police, hospitals, firefighters;
 - Shipboard generated industrial waste (SGIW) disposal response plans, hazardous material (HAZMAT) response plans, and oil spill response plans;
 - Its Point of Contact (POC) information including 24-hour contact phone numbers for the duration of the port visit.

b) ARRIVAL & PORT VISIT

- (1) The HSP shall brief the ship's Supply Officer about ordered services upon arrival. This briefing shall include what was ordered and scheduled times and dates for delivery. The HSP is responsible for providing timely delivery and performance of the supplies and services ordered. In case of supplies and services provided by a 3rd party Government contractor, by the Port Authority, or by the Host Nation where the HSP cannot guarantee timeliness, the HSP shall use its due diligence to minimize the delay.
- (2) The HSP shall visit the ship at least once a day and shall be available on call at all times (24 hours per day, seven days per week) to assist the ship with requirements and to resolve problems within the context of this PWS.
- (3) Receipt Documentation: The HSP shall provide standard receipt documents for all supplies, materials and services provided to the ship. The standard receipt shall include the following:
- (i) HSP official company name, address, email and phone contact information
 - (ii) Ship's name
 - (iii) Port visiting
 - (iv) Sub-contractor/vendor (providing the service) official name and contact information
 - (v) Type of service, material, or equipment provided
 - (vi) Quantity provided
 - (vii) Method of delivery of service, material, or equipment provided
 - (viii) Volume metrics, meter reading, or other form of measurement
 - (ix) Date service provided
 - (x) Applicable "legible" Receipt Inspector and HSP POC names and signatures

Any services requiring volume metrics, meter readings, or other forms of measurement, will be documented on the receipt document that clearly documents the verifiable/calculative proof of actual quantities of services rendered by HSP or the HSP's sub-contractor, or authorized vendors.

- (4) The HSP shall meet with the ship's designated receipt inspectors daily to verify, reconcile, and validate services rendered. Upon validation of services rendered, the ship's designated Receipt Inspector will circle quantities received, date, and sign the receipt document. The HSP will sign the receipt document validating that the services were delivered. Neither the ship Receipt Inspector nor the HSP will collect and hold receipts to validate all at once at the end of the port visit. Receipt of services, material, and equipment must be validated and signed for each day they are received, on the day received.

3. PRE-DEPARTURE & DEPARTURE

The HSP shall schedule and make a visit to the ship on the conclusion of all services, prior to the departure date. Written receipt for inspection of all completed services shall be obtained during this visit. The HSP shall relay at that time any late information on pilot and tug schedule changes, and any additional information applicable to the ship and its departure. The HSP shall make available an authorized POC to jointly read the flow meters for CHT; to concur on the total Cubic Meters of trash removed; to validate the volume of oily waste and greywater removed; the meter for potable water provided; and any other service where the final price may be dependent on the volume or exact quantity of services provided to ensure common understanding of the exact amount for invoicing/inspection/acceptance/payment purposes.

The invoicing instructions are contained in section G of the contract.

D. DESCRIPTION OF SERVICES (BY CONTRACT LINE ITEM NUMBER (CLIN); SUBCONTRACT LINE ITEM NUMBER (SUBCLIN) AND/OR EXHIBIT LINE ITEM NUMBER (ELIN))

CLIN X00X: HUSBANDING SUPPORT SERVICES AND SUPPLIES

SUBCLIN X00XAA: CHARTER & HIRE FUNDED ITEMS

ELINs XX01 – XX0Q: HUSBANDING FEES (ANCHORAGE AND PIERSIDE)

1. The HSP shall provide husbanding services to ships visiting the ports in the REGION(s) covered by this contract. The husbanding fee requires the HSP to perform all services and provide all supplies necessary to fully comply with the tasks and responsibilities described in this contract unless a task or responsibility is specifically included in a separately-priced ELIN herein. The HSP's responsibilities under the Husbanding Fees ELINs start prior to the arrival of the ship and continue after the ship's departure.
2. The husbanding fee is based on the First Day and Subsequent Day(s) of the ship visit. Husbanding fees for all ship classes (i.e. Classes IA through V) shall be billed under ELINs XX01 – XX0E. Attachment J-2 titled, "Ship Classes", includes a list of ships by ship class. Attachment J-3 titled, "Port Visits – Historical Data", includes historical data by port and ship classes. A husbanding fee may be provided to the HSP for services rendered prior to the ship's visit only in the case of assistance to the ship's Logistics Response Team as specified in the individual task order. The husbanding fee shall be established in the amount for all ships within the established ship class identified. The U.S. Government reserves the right to include additional ship classes as necessary depending on production, ship reclassifications, and crew restructuring.
3. Frequent ship visits between ports: If a ship frequently visits two or more ports (i.e. leaves a port and returns to it prior to the fourth calendar day), subsequent visits to that port will be considered as an extension of the first visit and handled by the same HSP when appropriately identified as such in the task order competition. In this case the HSP is authorized to charge the same husbanding fee for the second port visit as was proposed for the initial order. If Port Tariff services are rendered or Port Dues are applied by the Port Authority, the HSP is also authorized to apply the price proposed for those services or port dues for the visit just completed. Each time a ship departs or enters port, the port visit will be reported as a separate port visit into the LogSSR and separate invoices will be submitted in iRAPT (formerly WAWF).
4. RESERVED ELIN (XX0F).
5. RESERVED ELIN (XX0G).
6. RESERVED ELIN (XX0H).

7. RESERVED ELIN (XX0J).
8. RESERVED ELIN (XX0K).
9. RESERVED ELIN (XX0L).
10. RESERVED ELIN (XX0M).
11. RESERVED ELIN (XX0N).
12. RESERVED ELIN (XX0P).
13. RESERVED ELIN (XX0Q).

ELINs XX0R – XX15: TRASH REMOVAL

1. Trash removal service is the collection and disposal of refuse (i.e. trash) including liquid, semi-liquid, or solid garbage. Trash consists mainly of trash from food service operations such as food waste, paper and plastic packaging, and domestic wastes generated in the accommodation spaces as a result of the ordinary day-by-day activities onboard the ship. Trash does not include hazardous material, bilge water, and greywater, explosives and incendiary waste, or waste contaminated by medical and radiological processes. Metal and/or wood scrap and plastic “pucks” would be considered as part of ELIN XX0V.
2. The HSP shall remove and dispose of refuse from the ship and areas surrounding trash bins, as well as any spilled refuse. The HSP shall determine the frequency and method for the removal and disposal of trash taking into consideration the ship’s ability to hold trash aboard. The HSP’s removal schedule shall additionally provide sufficient trash removal frequency and capacity so that the ship’s operations are not negatively impacted.
3. TRASH REMOVAL - PIERSIDE (XX0R). The HSP shall place containers or trucks within twenty-five (25) meters of the ship or as permitted by port regulations, or place barges alongside the ship (see barge requirements at paragraph 4 below). The HSP shall empty the containers or barges when full and shall assure their continuous availability for trash disposal.
4. TRASH REMOVAL - ANCHORAGE (XX0S). The HSP shall provide trash barges/scows with tug service (if barge is not self-propelled). The barges shall be completely empty at time of arrival at the ship. In situations where an empty barge is not available, the HSP shall provide a system to measure the volume of trash deposited in the barge by the U.S. Government’s ship or otherwise ensure that the ship is charged only for its “pro rata” share of the trash based on the unit of issue identified in the contract. The HSP shall have ready access to sufficient barges and equipment to support multiple ships at anchorage simultaneously. All trash barges/scows shall be available 24 hours a day (where not contrary to law or port regulation) and shall be provided with suitable self-fendering to prevent damage to U.S. Government vessels. If sea state, weather, or other conditions to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge’s self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge. The barge’s crew shall be entirely responsible for the tending of lines and for the barge’s security. The movement of trash from the ship to the barge shall be performed with care by the ship’s crew.
5. TRASH REMOVAL - PORT PROVIDED (XX0T) shall be used when trash removal is provided by the port. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the

estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.

6. TRASH REMOVAL – PORT TARIFF - PT (XX0U) shall be used when trash removal is a port tariff service. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be a port tariff service, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
7. In instances of bad weather or emergency when the ship must depart on short notice, the HSP shall remove barges within four (4) hours of being directed to do so by the ship’s Supply Officer at no additional cost to the U.S. Government.
8. The HSP shall submit, as an attachment to the invoices, a document that certifies the quantity collected and the name of the disposal plant where the trash will be disposed. The HSP is also responsible to follow any environmental regulations required by each country. The HSP is required to retain all disposal certificates for each order and shall provide a copy to the Contracting Officer/Ordering Officer and all identified Contracting Officer’s Representatives (CORs) upon request.
9. Refuse containers, when emptied, shall be returned to their original position with the lids (if any) replaced thereon.
10. The HSP shall be paid in accordance with paragraph 5, “Volumetric Based Services”, under Section B – Schedule Notes.
11. Where trash is required to be segregated, the ship’s crew shall be required to segregate the material at the time of disposal. The HSP shall be responsible for providing separate containers for each vessel, clearly marked with the required categories and for informing the ship’s Supply Officer, upon arrival, that segregation is required.
12. OTHER TRASH REMOVAL (XX0V). Periodically, the ordering officer will request items or services that are categorized as trash removal services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
13. RESERVED ELIN (XX0W).
14. RESERVED ELIN (XX0X).
15. RESERVED ELIN (XX0Y).
16. RESERVED ELIN (XX0Z).
17. RESERVED ELIN (XX10).
18. RESERVED ELIN (XX11).
19. RESERVED ELIN (XX12).
20. RESERVED ELIN (XX13).
21. RESERVED ELIN (XX14).

22. RESERVED ELIN (XX15).

ELINs XX16 – XX2B: FLEET LANDING

When ordered by the ship, the HSP shall furnish services/supplies for the fleet landing area. The following is a list of the package of basic supplies and services that a ship may require:

1. FLEET LANDING LOT (XX16). The HSP shall provide the items in the quantities specified below and shall provide a unit price for the entire LOT. The unit price shall be per day. For example, for the performance of the fleet landing services for three (3) days, the unit price of the lot will be multiplied by three (3) days. Generator support or shore power services, if any, shall be separately priced in accordance with specifications for ELINS XX1M. The Fleet Landing Lot consists of the following:
 - a) 250 chairs;
 - b) 50 long tables (approximately 2 meters in length);
 - c) One (1) large BBQ grill with the supporting supplies/equipment;
 - d) Open or Closed Tents (assorted sizes) when combined will cover a zone of 300 square meters, with lights that will provide sufficient uniformed illumination of the space between 300-500 lux. The tents must be anchored down and strong enough to withstand inclement weather;
 - e) Three (3) Ice Coolers;
 - f) Three (3) Mist Fans;
 - g) Daily cleaning of the equipment and the fleet landing area; and
 - h) Transportation, mobilization, demobilization, stand-by fee and labor required to perform the above.

The following ELINs will apply when the Contracting Officer does not order the Fleet Landing Lot but individual items from the Fleet Landing Lot:

2. Refrigerator Unit (XX17). One (1), 40-foot refrigerator unit or two (2) 20-foot refrigerator units, with required power to operate the units.
3. CHAIRS (XX18). One unit of 50 chairs per day.
4. CHAIRS (XX19). One unit of 10 chairs per day.
5. LONG TABLES (XX1A). One unit of 10 tables per day.
6. LONG TABLES (XX1B). One unit of 5 tables per day.
7. LARGE BBQ GRILLS (XX1C). Large BBQ grills with the supporting supplies/equipment included (one unit of one (1) grill per day).
8. OPEN TENTS (NON-FORCE PROTECTION) (XX1D). One unit encompasses assorted sizes that when combined will cover a zone of 300 square meters, with lights that will provide sufficient uniformed illumination of the space between 300-500 lux. Must be anchored down and strong enough to withstand inclement weather.
9. CLOSED TENTS (NON-FORCE PROTECTION) (XX1E). One unit encompasses assorted sizes that when combined will cover a zone of 300 square meters, with lights that will provide sufficient uniformed illumination of the space between 300-500 lux. Must be anchored down and strong enough to withstand inclement weather.
10. 20-FOOT TRAILER OFFICE (XX1F). 20-foot Trailer Office to include one (1) desk, two (2) chairs, air conditioning, utilities and hookups. The HSP shall also provide enough power for the functioning of the air conditioning unit.

11. ICE COOLERS (XX1G). Ice coolers must have a capacity of 70 liters each. Two (2) Ice coolers is one unit.
12. ICE COOLER (XX1H). Ice cooler must have a capacity of 70 liters each. One (1) Ice cooler is one unit.
13. MIST FANS (PORTABLE COOLING DEVICES) (XX1J). Mist fans to include tank, water, and power supply to operate the Mist Fan. (Two (2) Mist fans is one unit).
14. PORTABLE SANITARY FACILITIES (XX1K). The unit price shall be for a single commode and one (1) urinal. The daily rate shall include pumping and cleaning as many times as necessary to ensure clean, sanitary condition and providing all chemicals, cleaning products and toilet paper. The HSP shall check toilet facilities at least every six (6) hours to ensure cleanliness. Evidence such as keeping and updating an inspection checklist inside the portable toilet units is required.
15. PORTABLE HAND WASH STATION (XX1L). The unit price shall be for a single hand wash station which is to include a faucet body. The daily rate shall include the necessary potable water to operate the hand wash station.
16. PORTABLE ELECTRIC GENERATORS (XX1M). The HSP shall provide portable, gasoline powered, electric generator capable of supplying power to portable lighting and miscellaneous portable electrical equipment (radios, stereos, hand tools, etc.). Generator shall be at least 5KW with a circuit breaker protector. Daily rate includes fuel, oil, and necessary consumables to operate the generator, transportation, set-up, dismantling and labor, mobilization and demobilization.
17. EVENTS LOT (INCLUDES TENTS, TABLES, CHAIRS, LIGHTING, AND CEILING FANS) (XX1N – XX1X). The HSP shall provide tents with accessory equipment. The tent package shall include an open/closed tent, lighting, ceiling fans, tables and chairs, electrical hookups, cable for power supply, and a generator with fuel already filled to maximum capacity that emits sound levels of less than 84 decibels. The HSP shall provide daily cleaning of the tent and a three-meter perimeter around the tent. Cleaning includes removing trash, sweeping, and mopping up spills. The HSP shall remove all provided equipment upon completion of services.
 - a) EVENTS LOT (OPEN TENTS) – minimum 20 person capacity per day (XX1N).
 - b) EVENTS LOT (CLOSED TENTS) – minimum 20 person capacity per day (XX1P).
 - c) EVENTS LOT (OPEN TENTS) – minimum 50 person capacity per day (XX1Q).
 - d) EVENTS LOT (CLOSED TENTS) – minimum 50 person capacity per day (XX1R).
 - e) EVENTS LOT (OPEN TENTS) – minimum 100 person capacity per day (XX1S).
 - f) EVENTS LOT (CLOSED TENTS) – minimum 100 person capacity per day (XX1T).
 - g) EVENTS LOT (OPEN TENTS) – minimum 150 person capacity per day (XX1U).
 - h) EVENTS LOT (CLOSED TENTS) – minimum 150 person capacity per day (XX1V).
 - i) EVENTS LOT (OPEN TENTS) – minimum 300 person capacity per day (XX1W).
 - j) EVENTS LOT (CLOSED TENTS) – minimum 300 person capacity per day (XX1X).
18. PORTABLE HEATERS (XX1Y). Porter heaters to include tank(s), power supply and/or fuel to operate the portable heaters.
19. 32 GALLON TRASH CAN (XX1Z). Trash can with 32 gallon capacity. Trash can must include a lid with security-locking feature that locks in odors and must feature reinforced handles.
20. 32 GALLON TRASH CAN LINER BAGS (XX20). Trash can liners must fit 32 gallon capacity trash can. The price is to be per unit with one unit equal to a count of twenty (20) bags.
21. OTHER FLEET LANDING (XX21). Periodically the ordering officer will request items or services that are properly categorized as a Fleet Landing item or service that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of

issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.

22. RESERVED ELIN (XX22).
23. RESERVED ELIN (XX23).
24. RESERVED ELIN (XX24).
25. RESERVED ELIN (XX25).
26. RESERVED ELIN (XX26).
27. RESERVED ELIN (XX27).
28. RESERVED ELIN (XX28).
29. RESERVED ELIN (XX29).
30. RESERVED ELIN (XX2A).
31. RESERVED ELIN (XX2B).

ELINs XX2C – XX3H: BROW, CRANE, FORKLIFT, & MANLIFT SERVICES

1. BROW SERVICES (XX2C – XX2N).
 - a) Most US Navy vessels carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. The HSP shall provide the brows specified in the schedule as ordered by the Contracting Officer. The HSP shall provide a suitable platform to accommodate ship mooring. A range of brow sizes is provided in the ELINs. Mobilization, demobilization, stand-by fee, setup and placement shall be included in the proposed unit price of all ELINs XX2C through XX2N. In the event the brow size requested for a ship is in the HSP's opinion insufficient to accommodate ship's crew traversal safely to and from ship with ease, such that the slope of the brow slope in either direction is a safety hazard, the HSP shall recommend to the contracting officer to use a larger brow, accommodation ladder, brow stand or any combination of these items which will provide the least expensive method to support the safety and wellbeing of crew to transit to and from ship. This recommendation shall be made at the time of the HSP's response to the RTOP. In the event at the time of arrival and brow placement, the ship has determined the angle of the brow is insufficient for the crew to traverse safely to and from the ship, the HSP will contact the Contracting Officer/Ordering Officer immediately in the event this results in a material change to the task order.
 - b) Submarines: Due to the height difference between the submarine deck and pier, the HSP provided submarine brow must afford personnel a smooth and safe transit when entering or exiting the submarine deck. A submarine brow is considered to be 40 ft. in length and 3 – 4 ft. wide for personnel and 40 ft. in length and 2 ft. wide for shorepower. Any excess of the brow may be placed on the pier. The submarine brow must be capable of supporting shore power cables without damaging the cables. Mobilization, demobilization, stand-by fee, setup and placement shall be included in the proposed unit price of ELIN XX2G.

- c) BROW GREATER THAN 120 FT - PORT PROVIDED (XX2J) shall be used when is provided by the port. The HSP shall provide a proposal for this item in response to the RTOP. As this item may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
- d) BROW STAND - PORT PROVIDED (XX2N) shall be used when a brow stand is provided by the port. The HSP shall provide a proposal for this item in response to the RTOP. As this item may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.

2. CRANE SERVICES (XX2P – XX2Y).

- a) MOBILE CRANE SERVICES (XX2P – XX2T). The HSP shall provide mobile crane services (shore and floating cranes) with operator(s) and safety observer(s). The cranes provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations (DOD laws and country where services are being provided). The cranes shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each crane ordered. Mobilization, demobilization, stand-by fee, setup and placement, fuel and operating expenses shall be included in the proposed unit price of ELINs XX2P through XX2S.
- b) MOBILE CRANE SERVICES – PORT PROVIDED (XX2T) shall be used when mobile crane services are provided by the port. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
- c) CRANE PALLET BARS/SLINGS (XX2U – XX2X) and CRANE PLATFORM (XX2Y). The HSP shall provide crane pallet bars/slings and platform capable of handling multiple pallet lifts at a time. Pallet bars/slings and all other rigging equipment shall comply with the appropriate host country safety standards; operational limitations and any applicable restrictions shall be posted on the equipment. Crane platforms shall comply with the appropriate host country safety standards; operational limitations and any applicable restrictions shall be posted on the platform.

3. FORKLIFT SERVICES (XX2Z – XX32).

- a) The HSP shall provide forklift services with operator(s). Upon request, the HSP shall provide information concerning forklift/lifting capacity to the Supply Officer. The forklifts provided shall be in sound mechanical condition and shall meet all applicable safety laws and regulations. The forklifts shall be suitable for their intended use and shall be operated with due care and within all operating safety limits. The HSP shall be entitled to invoice and be paid a minimum daily price of four (4) continuous hours for each forklift ordered. Mobilization, demobilization, stand-by fee, setup and placement, fuel and operating expenses shall be included in the proposed unit prices of the following ELINs:
 - (1) FORKLIFT SERVICES – UP TO 4 TONS (XX2Z).
 - (2) FORKLIFT SERVICES – 5 TO 8 TONS (XX30).
 - (3) FORKLIFT SERVICES – 9 TO 20 TONS (XX31).
- b) Forklift Services - PORT PROVIDED (XX32) shall be used when forklift services are provided by the port. The HSP shall provide a proposal for these services in response to the RTOP. As these services

may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.

4. MAKLIFT (XX33 – XX36).
 - a) Manlift without operator (XX33 – XX35). The HSP shall provide a manlift without operator. The price shall include a full fuel tank. The HSP shall replenish the fuel and perform daily maintenance checks on the manlift prior to 0730 each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.
 - (1) MANLIFT – MINIMUM 60 FT REACH (XX33).
 - (2) MANLIFT – MINIMUM 90 FT REACH (XX34).
 - (3) MANLIFT – MINIMUM 120 FT REACH (XX35).
 - b) MANLIFT OPERATOR (XX36). If the ship orders the manlift operator or if the operator is required by local laws and regulations (it shall be noted in response to the RTOP), the price for the operator is per hour for a minimum of four (4) hours of continuous service.
5. OTHER BROW, CRANE, FORKLIFT, & MANLIFT SERVICES (XX37). Periodically the ordering officer will request items or services that are categorized as brow, crane, forklift and manlift services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
6. RESERVED ELIN (XX38).
7. RESERVED ELIN (XX39).
8. RESERVED ELIN (XX3A).
9. RESERVED ELIN (XX3B).
10. RESERVED ELIN (XX3C).
11. RESERVED ELIN (XX3D).
12. RESERVED ELIN (XX3E).
13. RESERVED ELIN (XX3F).
14. RESERVED ELIN (XX3G).
15. RESERVED ELIN (XX3H).

ELINs XX3J – XX45: SHIP MOVEMENT SERVICES (PILOTS, TUGS, LINE HANDLERS)

1. The HSP shall provide provide pilots, tugs, and line handlers as ordered. The HSP shall coordinate with port authorities, as necessary.

- a) PILOTS - COMMERCIAL (XX3J).
- b) PILOTS - PORT PROVIDED - PT (XX3K) shall be used when pilot services are port tariff services. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be port tariff services, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of services to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
- c) TUGS - COMMERCIAL (XX3L).
- d) TUGS - COMMERCIAL, STANDBY (XX3M).
- e) TUGS - PORT PROVIDED (XX3N) shall be used when tug services are provided by the port. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of services to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
- f) TUGS - PORT PROVIDED – PT (XX3P) shall be used when tug services are port tariff services. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be port tariff services, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of services to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
- g) TUGS, STANDBY - PORT PROVIDED (XX3Q) shall be used when standby tugs services are provided by the port. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of services to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
- h) TUGS, 3000 - 4000 HP Z-PELLER (XX3R) shall be used to bring the ship to and from berthing and/or anchorage locations. Tugs shall have a minimum towing capacity of 3,000 – 4,000 horsepower and not less than 35 tons bollard pull. The HSP shall provide a proposal for these services in response to the RTOP. The price for tugs is for every in or out service.
- i) LINE HANDLERS - COMMERCIAL (XX3S).
- j) LINE HANDLERS - PORT PROVIDED (XXT) shall be used when line handler services are provided by the port. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of services to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
- k) LINE HANDLERS - PORT PROVIDED - PT (XX3U) shall be used when line handler services are port tariff services. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be port tariff services, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of services to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.

2. The price for tugs is for every in or out service. For ELIN XX3S, Line Handlers – Commercial, the price per unit is “service”. Service is defined as each tie-up or let-go operation.
3. Gross tonnage information will be provided within the RTOP.
4. OTHER SHIP MOVEMENT SERVICES (XX3V). Periodically the ordering officer will request items or services that are categorized as ship movement services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
5. RESERVED ELIN (XX3W).
6. RESERVED ELIN (XX3X).
7. RESERVED ELIN (XX3Y)
8. RESERVED ELIN (XX3Z).
9. RESERVED ELIN (XX40).
10. RESERVED ELIN (XX41).
11. RESERVED ELIN (XX42).
12. RESERVED ELIN (XX43).
13. RESERVED ELIN (XX44).
14. RESERVED ELIN (XX45).

ELINs XX46 – XX4M: WATER FERRY/TAXI SERVICES

1. When requested in the RTOP, the HSP shall provide water taxis to transfer ship personnel to and from the ship at anchorage and the fleet landing pursuant to local procedures and ordinances. At the commencement of service, the HSP is required to advise the ship of scheduled breaks and any changes to the taxi service schedule. Except during inclement weather, water taxi service shall be continuous.
2. The hourly rate shall include a qualified driver and an operator, any other helpers or crew members required by local authorities, all insurance, fuel, holiday surcharges, overtime and other operating expenses. Operator qualifications are set forth in paragraph (14) below. Service begins when the first water taxi is alongside the designated pick-up point and ends when the last passenger disembarks from the water taxi at the designated drop-off point as ordered by the ship. However, when required to arrive early for inspection as a force protection measure, service begins at time of inspection.
3. If the HSP cannot provide the size of water taxi ordered, the HSP shall provide a larger size water taxi, or a combination of water taxis, that in total capacity equates to the size of the water taxi ordered. In any event the ship shall only be charged for the size of the water taxi ordered, per the standard contract pricing schedule. For example, if one (1) 250-pax water taxi is ordered and is not available, then two (2) 125-pax water taxis shall be provided for the rate of one (1) 250-pax water taxi if acceptable to the Supply Officer.

4. The HSP shall ensure that all water taxis are fully licensed, registered, and insured, including adequate liability insurance, in accordance with local laws and regulations.
5. The HSP shall ensure that the water taxi is in sound mechanical condition and meets all safety standards required by local laws and regulations to preclude breakdown and injury. Maintenance, safety, and other periodical inspections shall be performed as required by the applicable laws and regulations of the port or the country in which the port is located. Apart from compliance with local laws and regulations, the HSP shall meet all additional requirements as set forth throughout the PWS. Water taxis shall be watertight, staunch, strong, seaworthy, in sound mechanical condition, and fit for service required. Further, the water taxis shall be in a clean condition when presented for service so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter, and shall be free of debris. If the water taxi does not meet the requirements of this paragraph as determined by the ship's Supply Officer, the U.S. Government shall have the right to reject the water taxi for performance of services. In the event the U.S. Government rejects a water taxi, the Government shall not be liable for any costs the HSP incurs in presenting the rejected water taxi for inspection.
6. Each water taxi shall be equipped with at least one clean and serviceable life jacket for each passenger and crewmember, and all jackets shall be stowed in a readily accessible place.
7. Except as otherwise specified herein, the service shall include all equipment needed to transport personnel between the vessel anchored in the outer harbor, or in the inner harbor, fleet landing, or any pier or berth as designated by the port authority. Any disputes to this designation over whether the anchorage is within port limits will be resolved between the port authority and the HSP. If it becomes necessary to change the landing point of the water taxi (pier or berth) within the port, the HSP shall dock at the new landing point. In the event this occurs, it will be considered to be a "Change" to the task order. Any entitlement to and any amounts of additional or reduced charges shall be determined pursuant to the clause 52.243-1 "Changes- Fixed Price, Alternate II".
8. All water taxis provided by the HSP shall provide overhead covering.
9. Before the commencement of any services under a task order, the HSP shall make the water taxi available to the Vessel's Commanding Officer or designated representative for inspection.
10. The following information shall be conspicuously posted on board each taxi and shall be in English and the language of the country in which the port is located:
 - a) Current operator's/captain's license;
 - b) Passenger/weight capacity limits notice;
 - c) Location of life jackets and other lifesaving equipment;
 - d) Location of all exits indicated in large letters; and
 - e) Emergency procedures.
11. Emergency lighting, both permanent and hand held, shall be available and in working order at all times.
12. Operation of the water taxi shall be in a safe and seaworthy manner. 'Adverse weather' conditions are weather conditions in which operations of water taxis are unsafe for passengers and shall be determined by the ordering vessel's Commanding Officer, Command Duty Officer, Operations Officer, or the Officer of the Deck.
13. The consumption of alcoholic beverages shall not be permitted aboard the water taxi.
14. Operator Qualifications: All personnel or employees of the HSP operating water taxis shall have all certifications required and issued by the law of the country in which the port is located for the operation of the type, class, or size of water taxi being operated by such personnel. In addition, all such personnel shall have requisite experience, skill, knowledge, and familiarity with the water area in which the water taxis are to be

operated to ensure the water taxis are operated in a safe and seaworthy manner. At least one operator on each boat must speak English.

15. Security: During the term of this contract, the ship(s) to be serviced will provide adequate and sufficient security personnel for maintaining the orderly transportation of its personnel and such civilians who may be transported. Such naval personnel will be assigned at the discretion of the ship's Commanding Officer or designated representative. When such naval personnel are embarked in a HSP-operated water taxi, they will be responsible for the good order and discipline of naval personnel.
16. In the event of a water taxi breakdown, immediately prior to or during a trip, the HSP shall immediately provide a replacement water taxi that complies in all respects with this contract, at no additional cost to the U.S. Government.
17. Any personal articles or items found on the water taxi after completion of each trip shall be turned over to the ship's Security Officer or his direct representative.
18. To verify a claim by the HSP for any damage or destruction caused by the U.S. Government, it shall be the responsibility of the HSP to ensure that the water taxi is jointly inspected before and after each trip by the HSP and an authorized representative of the U.S. Government.
19. When providing water taxi service to aircraft carriers and amphibious helicopter carriers, the water taxi height depends on carrier deck overhang and pontoon width, i.e., the wider the pontoon the farther out the water taxi will be located with subsequent increased clearance. The requirement is that pontoon width/water taxi height/deck overhang dimensions must be such that the water taxi is able to make aft, port and starboard side approaches with adequate clearance between water taxi superstructure and carrier deck overhang.
20. Inspection and acceptance criteria for water taxi services. The Commanding Officer or his designated representative shall inspect and accept all water taxis prior to transporting any personnel. Each order for liberty boat/water taxi services is made on the basis that the request is to be considered a final order/obligation of the U.S. Government only after each water taxi has been inspected and accepted by the ship's representative. The ship's Commanding Officer is solely responsible for the safety of his crew and the subsequent acceptance of water taxi services. The following features or components may be inspected prior to acceptance.
 - a) HULL
 - (1) Watertight integrity of weather decks, bulkheads, watertight closures and interior hull structure.
 - (2) Superstructure (including masts and stacks).
 - (3) Railings, bulwarks and their attachment to hull, especially guardrails and lifelines
 - (4) Provisions for drainage of seawater from exposed decks.
 - b) MACHINERY
 - (1) Main propulsion and auxiliary machinery essential to operation of craft.
 - (2) Sea and bulkhead closure valves.
 - (3) Bilge suction strainers and dewatering systems bilge pumps to be tested by operation.
 - (4) Bilges free of flammable liquids.
 - c) ELECTRICAL
 - (1) Cables.
 - (2) Navigation, deck and emergency lighting.
 - (3) Rotating electrical machinery, e.g., generators and motors.
 - (4) Storage batteries.
 - d) LIFESAVING EQUIPMENT

- (1) Life preservers – sufficient number for maximum capacity of craft, accesible and in satisfactory condition.
 - (2) Life raft(s) and hydrostatic release (where applicable) – sufficient for maixmum capacity.
 - (3) First aid kits, life rings and distress lights.
 - (4) Distress signaling devices.
- e) FIRE FIGHTING EQUIPMENT
- (1) Fire pump – subject fire hose to fire pump pressure.
 - (2) Portable fire extinguishers.
 - (3) Fixed systems, e.g., CO2 cylinders.
- f) STEERING APPARATUS
- g) MTSC SYSTEMS AND EQUIPMENT
- (1) Harbor charts.
 - (2) Ground tackle and mooring lines.
 - (3) Whistle/fog horn, bell.
 - (4) Compass.
 - (5) Radar.
 - (6) 2-way radio capable of bridge to bridge communications.
 - (7) Current licenses.
21. The HSP shall obtain written acknowledgement of water taxi service by an authorized ship representative. Logs shall be used to document arrival and departure times. Logs must be available upon request for U.S. Government review and inspection.
22. Mobilization, demobilization, stand-by fee, setup and placement shall be included in the fixed price of water ferry/taxi services.

23. OTHER WATER FERRY/TAXI SERVICES (XX4B). Periodically, the ordering officer will request items or services that are categorized as water ferry/taxi services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
24. RESERVED ELIN (XX4C).
25. RESERVED ELIN (XX4D).
26. RESERVED ELIN (XX4E).
27. RESERVED ELIN (XX4F).
28. RESERVED ELIN (XX4G).
29. RESERVED ELIN (XX4H).
30. RESERVED ELIN (XX4J).
31. RESERVED ELIN (XX4K).
32. RESERVED ELIN (XX4L).
33. RESERVED ELIN (XX4M).

ELINs XX4N – XX6U: GENERAL CHARTER & HIRE ITEMS

1. YOKOHAMA OR COMPARABLE FENDERS (XX4N – XX4Z).
- a) The HSP shall furnish Yokohama or comparable fenders for all classes of ships in accordance with the ELINs. Fenders provided shall be appropriate and safe for the class of ship and pier configuration. The fenders proposed for each ELIN shall be safe and useable for the intended class of ship at all locations specified by the ELIN. The cost for mobilization and demobilization, stand-by fee, installation and de-installation, and transportation shall be included in the daily rate.
- b) Submarine fenders (XX4V – XX4Y). The price for the submarine fender shall include all transportation, storage, setup, mobilization, demobilization and stand-by charges. XX4X refers to a deep draft submarine fender that will allow 14ft separation of the submarine to the pier. XX4Y refers to a hydro pneumatic submarine fender with a size of 4.5M.
- c) FENDER - PORT PROVIDED (XX4Z) shall be used when fenders are provided by the port. The HSP shall provide a proposal for these items in response to the RTOP. As these items may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
- d) The HSP shall provide fenders with a minimum of two (2) mooring lines. Minimum standards for fender are 2.5 meters in diameter or larger.

2. CAMELS (XX50 – XX56).

- a) The HSP shall furnish camels for all classes of ships in accordance with the ELINs. Camels provided shall be appropriate and safe for the class of ship and pier configuration. The camels shall be flat surface platforms to be placed alongside the pier and sufficiently capable of breasting the ship away from the pier or from other ships. The daily rate for camels shall include all costs for mobilization, demobilization, stand-by fee, installation and de-installation.

3. BREASTING BARGE (XX57 – XX5D).

- a) The HSP shall furnish breasting barges for all classes of ships in accordance with the ELINs alongside the ship. The breasting barge shall have suitable self-fendering to prevent damage to the ship and a minimum of four (4) mooring lines suitable to withstand extreme weather conditions.

If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge. The daily rate for breasting barges shall include all costs for mobilization and demobilization, stand-by, installation and de-installation.

4. FENDERING BARGE (XX5E – XX5L).

- a) The HSP shall furnish fendering barges for all classes of ships in accordance with the ELINs. The purpose of a fendering barge is purely to add additional separation between a large ship (such as a carrier) and the pier so the superstructure of the ship is kept at a safe distance from potential pier-side obstacles such as cranes. A fendering barge is not certified for uses such as passenger transit or for uses such as the establishment of scaffolding for painting evolutions. It is purely required when a large vessel needs more separation from the pier than would be provided by a camel. The daily rate for fendering barges shall include all costs for mobilization and demobilization, stand-by, installation and de-installation.

5. LANDING BARGE (XX5M – XX5T).

- a) The HSP shall furnish landing barges for all classes of ships in accordance with the ELINs. The landing barges shall be flat surface barges for positioning at the stern or side of the vessel or alongside the fleet landing area ashore to serve as a loading/unloading platform for water taxi personnel or cargo. They shall not interfere with the operations of the ships' elevators or other equipment.
- b) If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge.
- c) The daily rate for the barges must include all costs for mobilization, demobilization, stand-by, installation and de-installation to include tugs if barges are not motorized.

6. OILY WASTE REMOVAL (TRUCK AND BARGE) (XX5U –XX5X)

- a) Oily Waste is defined as any liquid petroleum product mixed with wastewater and/or oil in any amounts, which if discharged overboard, would cause or show sheen on the water. The HSP shall follow local government regulations when disposing of oily waste, using the most cost effective method.

- b) Oily Waste Removal involves the collection of oil generated by the ships. The requiring vessel will pump this waste into HSP-provided trucks or barges. The HSP shall provide all equipment and facilities required to remove oily waste, including hoses and connections compatible with the ship being serviced. The U.S. Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of Oily Waste removed from the vessel.
- c) The HSP shall determine the frequency and method for the collection, offload, removal, and disposal of Oily Waste taking into consideration the Ship's ability to hold Oily Waste aboard. The HSP's removal schedule shall additionally provide sufficient Oily Waste removal frequency and capacity so that the ship's onboard Oily Waste system need not be secured, constrained, or shut down due to lack of available on-ship Oily Waste capacity.
- d) The HSP shall submit, as an attachment to the invoices for disposal services, a document verifying the quantity collected and the name of the disposal plant where the oily waste has been or will be disposed.
- e) The HSP shall comply with the environmental requirements of each country where oily waste is disposed and shall be liable for any costs incurred as a result of the HSP's failure to comply with such requirements. The HSP shall keep all disposal certificates where such certificates are released by the disposal facility and shall make them available to the Ordering Officer upon request.
- f) In the event the HSP subcontracts oily waste disposal, the HSP shall be liable for any costs incurred by the U.S. Government as a result of the disposal operator's failure to comply with local requirements.
- g) When removal is done via barge, the HSP shall provide a barge with fendering and a minimum of four (4) mooring lines to secure alongside the ship. The HSP shall pre-position Oily Waste barges/trucks when necessary in accordance with Force Protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge.
- h) The HSP shall be paid in accordance with paragraph 5, "Volumetric based services" at Schedule Notes, Section B, above.
- i) OILY WASTE REMOVAL - PORT PROVIDED (XX5W) shall be used when oily waste removal is provided by the port. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be port provided, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
- j) OILY WASTE REMOVAL - PORT PROVIDED - PT (XX5X) shall be used when oily waste removal is a port tariff service. The HSP shall provide a proposal for these services in response to the RTOP. As these services may be a port tariff service, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.

7. PRATIQUE AGRICULTURAL (XX5Y). The HSP shall provide for quarantine services to include equipment and personnel inspections as required by local authorities.
8. STEVEDORE SERVICES & CARGO DRAYAGE/LIGHTERAGE (MATERIAL HANDLING (UP TO 150 LBS)) (XX5Z – XX63).
 - a) STEVEDORE SERVICES (XX5Z). The HSP shall provide stevedores for general labor at pier (not only for material handling). Billing shall be per shift. A shift is meant to be 8 hours.
 - b) DRAYAGE AND LIGHTERAGE (XX60 – XX63). The HSP shall provide material handling services for the ship (Cargo Drayage or Lighterage). They will receive material shipped to them, clear the material through customs, store the material, report the status of the material, deliver the material to the ship alongside, or onboard when requested, and forward the material if unable to deliver. The HSP shall use counter-to-counter delivery and charge by each Bill of Lading. The provided drayage (land transportation) (XX60) services for material handling items shall include any required trucks and personnel. The HSP shall provide covered, lockable trucks with a driver to load/off load cargo and mail. The covered truck shall have a hydraulic lift to facilitate loading and offloading. The driver shall assist with loading and offloading. For the mail, the HSP shall provide daily mail pick-up and delivery service for the ship. When necessary the ship will provide military members to escort the mail. The HSP shall be responsible for security and prevent loss/damage /destruction of cargo and mail. The daily rate shall be inclusive of all mileage, all necessary equipment, licensed drivers, all liability insurance as required by local law, holiday and overtime costs, fuel, all other operating expenses, and all other incidentals. The HSP shall provide Lighterage (water transportation) services (XX61 – XX63) for material handling items to include required barges and personnel when the ship is at anchorage.
 - c) Material ordered by the ship and shipped shall be arranged so as to have the material arrive at least 2 working days prior to ship's arrival. Shipping documents shall be labeled "SHIP'S SPARE(S) IN TRANSIT" and addressed to the ship's Commanding Officer of the Unit and in care of the HSP.
 - d) The HSP shall receive the package for the ship and clear it through customs (XX64) when the ship has arrived and berthed or anchored in the respective port. Any damages must be reported to the ship prior to acceptance.
 - e) The HSP shall deliver the package to the ship the day of arrival in port or the following morning. The HSP shall send status reports after receipt, after delivery, and if unable to deliver, to a designated government representative.
 - f) The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or as otherwise directed by the ordering officer. Postage for package forwarding shall be charged by weight at the RTOP level as outlined in ELINS XXAD7 – XXDC under SUBCLIN X00XAH, OTHER SERVICES FUNDED ITEMS.
 - g) Any other associated costs or related services without a fixed contract price will be purchased under the Supply Officer's Government purchase card authority or by the Contracting Officer.
9. PORT DUES, BERTHING FEE AT PIERSIDE OR ANCHORAGE (XX65 – XX6D).
 - a) In some countries, the port authority or concessionaire charges port dues to the visiting ship.
 - b) H-1 "HOST COUNTRY AGREEMENTS" provided in Section H, outlines the obligation of the U.S. Government to pay for certain port dues, fees, or use fees (if applicable).

- c) ELINs XX66, XX67, XX68, and XX6B shall only be used when the port is not publicly owned/operated.

10. SUBMARINE MOORING (XX6E).

- a) The mooring system shall employ a shallow draft barge, which is 145 to 155 feet long, 55 to 60 feet wide, and which has a draft of at least 3 feet. Bollards or bits of sufficient size and strength to attach 3-inch diameter mooring lines and adequately moor an 8,000-ton submarine shall be placed every 25 to 35 feet along the perimeter of the barge. The barge shall have adequate fendering between the pier and pier side of the barge to prevent any damage to the pier. Two submarine mooring fenders, each a minimum of 4.5 feet in diameter and 40 feet in length, shall also be provided. The submarine fenders shall be of rigid construction with the outside material being a hard rubber type material. Both submarine fenders shall be securely mounted on the seaward side of the shallow draft barge and extend vertically into the water their entire length. The distance between the submarine fenders when mounted shall be 75 to 85 feet, and the center point between the submarine fenders shall correspond to the center point of the barge.
- b) Three (3) or four (4) brows shall also be used during the port visit. One brow shall be placed from the pier to one of the mooring pontoons and another from the pontoon to the ship to serve as a walkway for personnel. Another one or two brows shall be used to stabilize electrical cables running from the shore generator to the aft escape hatch of the submarine.
- c) Mobilization, demobilization, stand-fee, set-up and placement shall be included in the proposed unit price.

11. INTERPRETER SERVICES (XX6F). The HSP shall provide interpreter services when ordered. The interpreter shall be fluent in both the predominant spoken and written local language as well as English.

12. LOGISTICS SUPPORT TO GOVERNMENT TEAMS (XX6G). Note: This Line Item is for logistics support to individuals such as Naval Criminal Investigative Service and Fleet Force Protection specialists in connection with ship visits to a port area. The team may consist of one individual. U.S. Government teams conduct surveys in a variety of ports in the Region. The U.S. Government may require the assistance of the HSP in the ports to be surveyed. The HSP shall assign an individual to participate in and assist with logistical arrangements for a team that will perform the survey. This team may visit a variety of ports in advance of ships' visits to assess the force protection levels of the port and to perform related functions. The HSP's assistance shall include providing logistical support as requested by the U.S. Government, coordinating access and interviews with local officials, local husbanding services, and support Contractors, coordinating necessary translation services for the team, and assisting in the development of a final assessment report.

13. Supplemental Government Quarters (XX6H). The government may at times during a port visit require the vendor to obtain supplemental government quarters (hotel accommodations) for the crew.

These supplemental government accommodations should support double occupancy to the maximum extent practicable. The total price for these quarters will be capped at the allowable published lodging rate for the location and time of need. Lodging rates for the United States, U.S. Territories and possessions may be found on the U.S. General Services Administration (GSA) website at the following web address:
http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts.

Lodging rates for use outside of the United States, U.S. Territories and possessions may be found on the U.S. Department of State website at: http://aoprals.state.gov/content.asp?content_id=184&menu_id=78

HSPs may propose prices lower than the current published rate. However, supplemental accommodations must meet the following minimum requirements: Be within normal commuting distance to the unit; 100% of the rooms must have a bed, toilet, shower with curtain or bath tub with curtain; daily room cleaning; working color-TV together with remote control; lighting; table/desk and chair; reception service; publicly available telephone for guests; clean bath towels provided daily; clean linen; controlled access and clearly marked routes of egress in the event of fire, for the safety and welfare of all guests and must meet the US embassy approved force protection requirements.

14. OTHER GENERAL CHARTER & HIRE ITEMS (XX6J). Periodically, the ordering officer will request items or services that are categorized as general charter and hire items or services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing. In the event the government needs to exceed the estimated value pre-identified in the pricing spreadsheet(s), a modification will be issued to the contract increasing this value.
15. RESERVED ELIN (XX6K).
16. RESERVED ELIN (XX6L).
17. RESERVED ELIN (XX6M).
18. RESERVED ELIN (XX6N).
19. RESERVED ELIN (XX6P).
20. RESERVED ELIN (XX6Q).
21. RESERVED ELIN (XX6R).
22. RESERVED ELIN (XX6S).
23. RESERVED ELIN (XX6T).
24. RESERVED ELIN (XX6U).

SUBCLIN X00XAB: UTILITIES FUNDED ITEMS

ELINs XX6V – XX7A: COLLECTION, HOLDING, AND TRANSFER (CHT) AND GREYWATER

1. The HSP is responsible for the entire cycle necessary to collect, remove, and dispose of Collection, Holding, Transfer (CHT) bacteriological/chemical liquids (“waste” or “sewage”) and greywater from ships throughout the area covered by this contract. The HSP shall provide all necessary equipment, personnel and facilities to perform the services including pumps, hoses, and connections compatible with the ships being serviced. The HSP shall be responsible for the supervision of the collection, holding, transportation and disposal services to avoid any overflow of CHT and/or greywater on the barge, the ship, the sea surrounding the ship, or the pier. The HSP shall pre-position CHT and/or greywater barges, when necessary, in accordance with force protection or other requirements. The daily rate shall include all costs for mobilization, demobilization, stand-by fee, installation and de-installation.
2. Greywater is defined as wastewater generated from sinks (i.e. hand-washing/dishwashing), showers and baths. The HSP shall follow local government regulations when disposing of greywater, using the most cost effective method. Greywater will be treated as CHT only in cases where the Port Authority forbids ship discharge of greywater. In the event that greywater is defined as the equivalent of oily waste, the HSP shall dispose of any combination of oily waste and greywater as oily waste. Greywater removal services shall be paid in accordance with paragraph 5, “Volumetric Based Services” under Section B –Schedule Notes, above.
3. The HSP shall remove CHT and/or greywater from the ship, whether at anchor or pierside, commencing within one (1) hour of the ship's arrival and through up to one (1) hour before the ship's departure. The HSP shall determine the frequency and method for the collection, offload, removal, and disposal of CHT and/or greywater taking into consideration the Ship’s ability to hold CHT and/or greywater aboard. The HSP’s removal schedule shall additionally provide sufficient sewage removal frequency and capacity so that the ship’s onboard CHT collection system need not be secured, constrained, or shut down due to lack of available on-ship CHT tank capacity.
4. The HSP shall provide an offload schedule to the ship’s Supply Officer during the meeting right after the ship’s arrival.
5. The HSP shall remove sewage from the ship in HSP-provided equipment, and if using a holding tank to collect the CHT and/or greywater, the HSP shall determine the frequency and method to empty the holding tank such that the holding tank shall not overflow.
6. The HSP shall accurately measure sewage removed from the ship using a properly calibrated flow metering device. The ship duty engineer shall verify in writing the amount of discharged CHT and/or greywater. The Government reserves the right to use its own metering device to verify measurement of sewage discharge. The HSP shall include a written statement with the invoice package that describes the method it used to determine the liquid quantities off-loaded from the ship.
7. The HSP shall provide CHT hoses of sufficient length from HSP equipment to the ship with either 2.5” or 4” quick disconnect camlock fittings.
8. The HSP shall properly dispose of all sewage. CHT/Greywater collection, removal and disposal shall be priced based on the following conditions:
 - a) CHT AND GREYWATER BY TRUCK (XX6V). The HSP shall provide services when the visiting ship is at pierside.
 - b) CHT AND GREYWATER BY BARGE (XX6W). The HSP shall provide services when the visiting ship is at anchorage or the port authority has issued a directive stating that service must be performed by barge or the barge has been ordered by the ship. The HSP shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HSP shall pre-position CHT Barges when necessary in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge

- (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge.
- c) CHT AND GREYWATER BY PIPELINE (XX6X). The HSP shall provide services when the visiting ship is at pierside by pipeline.
 - d) CHT AND GREYWATER – PORT PROVIDED (XX6Y) shall be used when CHT and Greywater removal is provided by the port.
9. The CHT and/or Greywater service shall be a dedicated service. The term “dedicated service” means a service provided exclusively to the U.S. Government. In those limited number of cases where this is not possible, the HSP shall provide a system to measure the volume of sewage deposited in the barge by the U.S. Government's ship or otherwise ensure that the ship is charged only for its “pro rata” share of CHT.
10. The HSP shall be paid in accordance with paragraph 5, “Volumetric Based Services”, under Section B – Schedule Notes, above.
11. CHT AND GREYWATER HOSES, CONNECTIONS, HOSE CONNECTION & DISCONNECTION, AND MONITORING (XX6Z). For vessels that go pierside at any pier where disposal of CHT and/or greywater through use of a pipeline is possible and the vessel does not have hoses and connections on-board; the Contractor shall only be required to provide hoses, connections, hose connection and disconnection, and monitoring of the CHT and/or greywater removal. These items are not separately identified or priced in this PWS. The RTOP will detail the items, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
12. OTHER COLLECTION, HOLDING, AND TRANSFER (CHT) AND GREYWATER SERVICES (XX70). Periodically, the ordering officer will request items or services that are categorized as CHT and/or Greywater services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
13. RESERVED ELIN (XX71).
14. RESERVED ELIN (XX72).
15. RESERVED ELIN (XX73).
16. RESERVED ELIN (XX74).
17. RESERVED ELIN (XX75).
18. RESERVED ELIN (XX76).
19. RESERVED ELIN (XX77).
20. RESERVED ELIN (XX78).

21. RESERVED ELIN (XX79).

22. RESERVED ELIN (XX7A).

ELINs XX7B – XX7G: FRESH POTABLE WATER

1. Potable water is defined as fresh drinking water of a quality not less than that prescribed in:

- a) Current Drinking Water Standards, as published by the United States Environmental Protection Agency, Office of Water and shall comply with specifications of the National Primary and Secondary Drinking Water Regulations (NPDWR). See below:

1. Contaminant levels for inorganic chemicals (effective 1 January 1993)

<i>CONTAMINANT</i>	<i>MCLG (mg/L) ¹</i>	<i>MCL (mg/L)</i>	<i>AL (mg/L ²)</i>
ASBESTOS	7 million fibers/L longer than 10 micrometers	7 million fibers/L longer than 10 micrometers	
ARSENIC		0.05	
BARIUM	2	2	
CADMIUM	0.005	0.005	
CHROMIUM	0.1	0.1	
COPPER	1.3		1.3 ³
LEAD	0		.015 ⁴
MERCURY	0.002	0.002	
NITRATE (AS N)	10	10	
NITRITE (AS N)	1	1	
TOTAL NITRATE AND NITRITE (AS N)	10	10	
SELENIUM	0.05	0.05	
FLUORIDE	4	4	

- (i) Maximum contaminant level goal (MCLG). The maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, and which allows an adequate margin of safety. MCLGs are nonenforceable health goals.
- (ii) Action level (AL). Concentrations of lead or copper in water that determine, in some cases, whether a water system must install corrosion control treatment, monitor source water, replace lead service lines, and undertake a public education program.

- (iii) The copper action level is exceeded if the concentration of copper in more than 10 percent of tap water samples properly collected during any monitoring period is greater than 1.3 mg/L (i.e., if the “90th percentile” copper level is greater than 1.3 mg/L).
- (iv) The lead action level is exceeded if the concentration of lead in more that 10 percent of tap water samples properly collected during any monitoring period is greater than 0.015 mg/L (i.e., if the “90th percentile” level is greater than 0.015 mg/L).

2. Contaminant levels for volatile organic chemicals (VOCs) (effective 01 January 1993)

<i>CONTAMINANT</i>	<i>MCLG (mg/L)</i>	<i>MCL (mg/L)</i>
BENZENE	0	0.005
CARBON TETRACHLORIDE	0	0.005
1, 2 - DICHLOROETHANE	0	0.005
1, 1 - DICHLOROETHYLENE	0.007	0.007
PARA - DICHLOROBENZENE	0.075	0.075
1, 1, 1 - TRICHLOROETHANE	0.20	0.20
TRICHLOROETHYLENE	0	0.005
VINYL CHLORIDE	0	0.002
O-DICHLOROBENZENE	0.06	0.6
CIS - 1, 2 DICHLOROETHYLENE	0.07	0.07
TRANS - 1-2 DICHLOROETHYLENE	0.1	0.1
1, 2 - DICHLOROPROPANE	0	0.005
ETHYLBENZENE	0.7	0.7
MONOCHLOROBENZENE	0.1	0.1
STYRENE	0.1	0.1
TETRACHLOROETHYLENE	0	0.005
TOLUENE	1	1
XYLENES (TOTAL)	10	10

3. Contaminant levels for organic chemicals, pesticides, and polychlorinated biphenyls (PCBs) effective 01 January 1993

<i>CONTAMINANT</i>	<i>MCLG (mg/L)</i>	<i>MCL (mg/L)</i>
ENDRIN	0.002	0.002
LINDANE	0.0002	0.0002
METHOXYCHLOR	0.04	0.04
TOXAPHENE	0	0.003
2, 4-D	0.07	0.07
2, 4-5 - TP (SILVEX)	0.05	0.05
ALACHLOR	0	0.002
ATRAZINE	0.003	0.003
CARBOFURAN	0.04	0.04
CHLORDANE	0	0.002
1, 2-DIBROMO – 3 - CHLOROPROPANE (DBCP)	0	0.0002
ETHYLENE DIBROMIDE (EDB)	0	0.00005
HEPTACHLOR	0	0.0004
HEPTACHLOR EPOXIDE	0	0.0002
PCB S (AS DECACHLORBIPHENYL)	0	0.0005
ALDICARB	0.001	0.003
ALDICARB SULFOXIDE	0.001	0.004
ALDICARB SULFONE	0.001	0.002
PENTACHLOROPHENOL	0	0.001
TOTAL TRIHALOMETHANES (THE SUM OF THE CONCENTRATIONS OF BROMODICHLOROMETHANE, DIBROMOCHLOROMETHANE, TRIBROMOMETHANE (BROMOFORM), AND TRICHLOROMETHANE (CHLOROFORM))		0.10 ⁽¹⁾

- (i) The MCL for total trihalomethanes applies only to water systems serving 10,000 or more individuals and which add a disinfectant to the water. For systems serving less than 10,000 individuals, U.S. Navy Bureau of Medicine and Surgery (BUMED) may adopt an effective date for the MCL.

4. Coliform Bacteria

- (i) The MCL for coliform bacteria (also called total coliforms) is based on the presence or absence of total coliforms in a sample rather than on an estimate of coliform density.
- (ii) The MCL for potable water systems analyzing at least 40 samples each month: No more than 5.0 percent of the monthly samples may be total coliform-positive.
- (iii) The MCL for systems analyzing fewer than 40 samples each month: No more than one sample each month may be total coliform-positive.

2. Monitoring and Analytical Requirements

- a) Public water systems must collect total coliform samples at sites that are representative of water through the distribution system. Sampling must be accomplished according to a written sampling plan. The monitoring frequency and number of routine samples required for total coliform monitoring are based on the population served by the system and the type of water source, i.e., groundwater, surface water, etc. Reference (d) contains sampling requirements for the Navy public water system.
- b) The standard sample volume for microbiological analyses must be 100 milliliters.
- c) Approved methods of microbiological analysis include the Autoanalysis Coli-ert System, also called the Minimum Media ONPG-MUG (MMO-MUG) Test; the Presence-Absence (PA) Coliform Test; the multiple-Tube Fermentation (MTF) Technique, and the membrane Filter (MF) Technique. A step-by-step microbiological test procedure for shipboard use is included in reference (1).

3. Repeat Monitoring

- a) A set of three repeat samples for each total coliform-positive routine sample must be collected. One repeat sample must be collected from the same tap as the original total coliform-positive sample. The other repeat samples must be collected from within five service connections of the original total coliform-positive sample. At least one sample must be upstream and the other downstream. These repeat samples must be collected within 24 hours of being notified of the positive result of the original sample, except where BUMED waives this requirement on a case-by-case basis.
- b) If a total coliform-positive sample is at the end of the distribution system, or one service connection away from the end of the distribution system, BUMED may waive the requirement to collect at least one sample upstream or downstream of the original positive sampling site.
- c) If total coliforms are detected in any repeat sample, the system must collect another set of repeat samples, as before, unless the MCL has been violated and the system has notified BUMED (in which case the State may reduce or eliminate the requirement to take the remaining samples).
- d) If any routine or repeat sample is total coliform-positive, it must also be analyzed to determine if fecal coliforms are present, except that the system may test for *E. coli* in lieu of fecal coliforms. Or *E. coli* testing on total coliform-positive samples if the system treats every total coliform-positive sample as fecal coliform positive or *E. coli* positive and complies with all requirements that apply when a sample is fecal coliform-positive.

e) Turbidity. The MCL for turbidity applies to both community water systems and noncommunity water systems using surface water sources in whole or in part. The MCL for turbidity in drinking water measured at representative entry points to the distribution system is:

- (1) One turbidity unit for monthly average (5 turbidity units monthly may apply at State option).
- (2) Five turbidity units (maximum) average for 2 consecutive days.
- (3) These requirements apply to filtered systems until 29 JUNE 1993. The requirements apply to unfiltered systems that the State has determined, in writing, must install filtration until 29 June 1993 or until filtration is installed whichever is later. After the above dates, consult the latest edition of 40 CFR 141.

f) The MCL for Radiological Contaminants are:

Gross alpha particle activity including radium 226 but excluding radon and uranium.....	15 pCi/L
Combined radium-226 and radium 228.....	5 pCi/L
Tritium.....	20,000 pCi/L
Strontium-90.....	8 pCi/L

Note: Screening indicators have been established for radiological contaminants. Gross Alpha present at less than or equal to 5 pCi/L, as an indicator, eliminates the need to analyze for radium 226 and 228. Gross beta present at less than or equal to 8 pCi/L, as an indicator, eliminates the need to analyze for tritium and strontium-90.

g) Sodium and Corrosivity: No MCLs have been published; however, monitoring is required.

- (1) Code of Federal Regulations Title 21, Volume 2, Part 165.110 (21CFR165).
- (2) These documents are incorporated by reference with the same force and effect as if they were given in full text. Full text may be accessed electronically at this website:
<http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/cfrsearch.cfm?fr=165.110>

The HSP shall be responsible for identifying and providing water from a source that meets U.S. Government requirements. The U.S. Government reserves the right to accept deliveries of potable waters that do not comply with above specifications, and to bring the water up to specification standards through chlorination.

- 4. The HSP shall provide for the delivery of fresh potable water to the ships as ordered. The HSP shall determine the frequency and method for the delivery of the ordered fresh potable water. The HSP's delivery schedule shall provide sufficient delivery frequency so that ship's operations are not negatively impacted due to lack of fresh potable water.
- 5. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working, CERTIFIED METERING DEVICES.
- 6. Source of Water. Water deliveries are to be made from sources that meet the requirements of paragraph (1) above. If the water source does not meet the requirements of potable water, the HSP shall be required to provide water from an alternate approved source at no increase in the contract price.

7. If potable water delivery is via barge, the HSP shall provide a barge with suitable self-fendering to prevent damage to the vessel and a minimum of four (4) mooring lines to secure alongside the ship. The HSP shall pre-position water Barges, when necessary, in accordance with Force protection or other requirements. If sea state, weather, or other conditions, to include but not limited to the configuration of the vessel, the pier, or the barge, require any additional fendering between the barge (or other vessel provided in lieu of a barge) and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge.
 - a) PIERSIDE, PIPELINE (XX7B). Potable water pierside shall be delivered by pipeline if available. If not, PIERSIDE, OTHER THAN PIPELINE (XX7C) applies.
 - b) ANCHORAGE (XX7D). If a vessel is at anchorage, ELIN XX7D applies.
 - c) POTABLE WATER – PORT PROVIDED – PT (XX7E) shall be used when potable water supply is a port tariff service.
8. The HSP shall be paid in accordance with paragraph 5, “Volumetric Based Services”, under Section B – Schedule Notes. The Government reserves the right to request a written statement from the HSP describing the method of measurement used to determine the amount of potable water provided to the vessel. The barges, tankers or trucks and equipment used for transfer, storage and transportation of potable water shall not be used for cargo other than potable water, and must be equipped with independent pipe systems and working certified metering devices.
9. BOTTLED WATER (MINIMUM 100 LITERS PER PORT VISIT) (XX7F). The HSP shall provide for the furnishing of fresh, potable water in bottles. The husbanding provider is responsible for ensuring that the U.S. Army Veterinary has approved the products recommended to the ship's Supply Officer. Information on how to request and obtain sanitary inspection is provided as Attachment J-6 titled, “Request for Sanitary Inspection”. The minimum order quantity for this line item is 100 liters.
10. OTHER FRESH POTABLE WATER (XX7G). Periodically, the ordering officer will request items or services that are categorized as fresh potable water items or services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
11. RESERVED ELIN (XX7H).
12. RESERVED ELIN (XX7J).
13. RESERVED ELIN (XX7K).
14. RESERVED ELIN (XX7L).
15. RESERVED ELIN (XX7M).
16. RESERVED ELIN (XX7N).
17. RESERVED ELIN (XX7P).
18. RESERVED ELIN (XX7Q).
19. RESERVED ELIN (XX7R).

20. RESERVED ELIN (XX7S).

ELINs XX7T – XX8E: GENERAL UTILITY SERVICES

1. SHORE STEAM (XX7T) & FEED WATER (XX7U)

- a) SHORE STEAM (XX7T). The HSP shall provide shore steam to the ship. Shore steam provided to the ship may be provided by any means (boiler or generator) so long as the pressure of steam delivered to the vessel is 100 PSI (standard commercial pressure) and of acceptable quality for the vessel. Pricing for provision of shore steam shall include the boiler or generator, fuel for the generator, mobilization/demobilization, hoses, and adapters appropriate to the vessel type, and water (where required) for the generator or boiler. This item shall be billed on an hourly basis.
- b) FEED WATER (XX7U). The HSP shall provide feed water for the shore steam. Price is to be per metric ton (MT).

2. OIL BOOMS (XX7V – XX7W).

- a) The HSP shall provide oil booms to be used for containment, concentration, diversion and exclusion of oil floating on water. Oil Booms provided shall have a flotation device at the top, a skirt below, a tension device, and a ballast device at the bottom. Billing for XX7V & XX7W shall be per meter of oil boom per day and shall include cleanup and removal of oil booms. For example, a 300-meter oil boom would be billed at 300 meters per day. In all cases when a ship orders an oil boom, the HSP shall invoice and will be paid for a minimum daily quantity of 100 M.
- b) Oil Booms are intended to act as a precautionary measure in case of inadvertent leakage from equipment otherwise in sound operating condition. Oil booms are also intended to mitigate the environmental damages that may otherwise result from inadvertent leakage. The HSP shall notify the Ordering Activity, upon receipt of RTOP, if deployment of an oil boom at the proposed mooring location is contrary to host nation or port authority regulation so that the RTOP for the oil boom service can be modified to delete the request.

3. SHORE POWER (INCLUDES CABLES, CONNECTION, FUEL, AND OPERATORS) 450-480V, 60 HZ (XX7X – XX82).

- a) The HSP shall provide shore power to the ship using diesel generators with fuel alongside the ship or permanent connection system.
 - (1) SHORE POWER – PORT PROVIDED – PT (XX7X) shall be used when shore power is a port tariff service.
 - (2) ELINs XX7Y – XX81 are for generators. Generators shall emit sound levels less than 84 decibels. The HSP shall provide all cables and make all power connections between the generator and ship. The price for rental is per day for each amperage and shall include fuel.
 - (3) ELIN XX82 is for permanent connection system. The price is per KWH. The availability of shore power shall be in accordance with the schedule established by the ship.
- b) GENERATOR (XX83) is to be used only if/when shore power provided via generators by port authorities is, for any reason, not available or inadequate.

4. OTHER GENERAL UTILITY SERVICES (XX84). Periodically, the ordering officer will request items or services that are categorized as general utility items or services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
5. RESERVED ELIN (XX85).
6. RESERVED ELIN (XX86).
7. RESERVED ELIN (XX87).
8. RESERVED ELIN (XX88).
9. RESERVED ELIN (XX89).
10. RESERVED ELIN (XX8A).
11. RESERVED ELIN (XX8B).
12. RESERVED ELIN (XX8C).
13. RESERVED ELIN (XX8D).
14. RESERVED ELIN (XX8E).

SUBCLIN X00XAC: FORCE PROTECTION (FP) FUNDED ITEMS

1. Only the ordering officers are authorized to order FP services under this contract. If any other activity or individual (e.g., NCIS, DAO, etc.) attempts to order FP services, the HSP is required to immediately inform the Contracting Officer. All FP services must be in compliance with 32 Code of Federal Regulations (CFR) PART 159.
2. The HSP is responsible for providing and coordinating all aspects of FP planning and services with the requesting unit, Port Authorities, Host Nation (HN) agencies, and U.S. Embassy security staff. The HSP is first required to coordinate with the assigned U.S. Embassy to verify what services will be provided by the HN. For items not provided by HN the HSP shall coordinate with the requesting unit to ensure that services provided are available and scheduled to show up on time.
3. The HSP will follow the contract requirements in this FP section unless directed differently by the Contracting Officer or Ordering Officer.
4. The HSP is prohibited from providing any requested FP measures that are not included in this contract unless prior approval is obtained from the Contracting Officer. The HSP must explain what the added FP service will include and why it has been requested. The Contracting Officer will coordinate this requirement with the ship's FP personnel. Once a final decision is reached then the HSP will be authorized to proceed with the service at an agreed upon price or instructed to cancel the requirement.
5. Force Protection (FP) is considered a combination of practices and procedures, including the use of specific material, equipment, and personnel, having the objective of improving security to personnel and ships while in port. FP services or supplies may be provided by the host nation at no cost or may be charged at the public tariff

rate. The HSP is required to verify what services will be provided by the host nation. For the services that cannot be provided by the host nation, the HSP is required to arrange these services by obtaining them from commercial sources. The HSP shall provide a fixed price for Force Protection inclusive of any port tariff rates and commercial sources for each order with an amount not to exceed the maximum prices indicated in the basic contract.

6. The HSP shall protect ship schedule information, both paper-based and electronic, from disclosure to individuals and HSPs that are not directly involved in providing service to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect ship schedule information shall be flowed down to all individuals and HSPs that are directly involved or may be directly involved in providing service to the Navy under this contract. The HSP's written policy shall describe the required measures to protect ship schedule information.
7. Personnel providing force protection services must be responsive to instructions from the ship. These instructions; however, do not constitute personal services. This does not authorize force protection personnel to violate any local regulations, any Port Authority ordinances, or local decrees. The equipment and material used for the force protection services will be inspected by the Ship's Force to ascertain that they meet force protection requirements.
8. Access Points: The HSP shall establish a single entry and exit point to the pier area. The HSP shall coordinate access to the pier and vessel for their employees and subcontractor employees providing services to the vessel when requested by the ship's Supply Officer.
9. Personnel Identification: The HSP shall positively identify all personnel before allowing access to the pier area and be able to easily identify personnel while they are working.
10. Background Checks: The HSP shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations to the maximum extent allowed by local laws and regulations. Under no circumstances shall any services be substituted due to inability to obtain background checks on employees and subcontractors. The Government reserves the right to inspect the results of security background checks for all persons allowed access to vessels or their crews. The HSP shall not use employees if their background investigations indicate they may be a security risk to the ship or its crewmembers. The HSP shall issue photo identification badges to its/subcontractor personnel. Badges shall be standardized and have a passport type photo, name of the company, individual's name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The HSP shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as HSP personnel. Examples include similar T-shirts, trousers, or coveralls with company names printed on the clothing.
11. Access Lists: The HSP shall develop a daily list of authorized personnel, vehicles and vessels that may have access to the ship area. This list will be given to the ship's FP officers, security guards, and HSP employees and subcontractor employees as required. For individuals, the list will include their full name, identification number, company, time and duration of visit, and purpose of their work. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their work. For vessels, the list shall include the master's name, vessel name, type, color, time and duration of visit, and purpose of their work.
12. Inspections: The HSP shall inform company and subcontracting HSP personnel that Security Guards or U.S. FP personnel shall physically inspect all individuals, personal belongings, vehicles, and vessels prior to entering the work area. Upon completion of inspection, the individual, vehicle, or craft is to remain in a controlled area. If they go outside the controlled area they must be re-inspected before re-entering the controlled area.
13. Stand-Off Distances:

- a) Objects: To the maximum extent practicable the HSP shall move all objects such as cars, crates, and trash bins at least 400 feet (125 meters) from the ship.
- b) Unloading Zones: To the maximum extent practicable the HSP shall establish unloading zones at least 400 feet (125 meters) away from the ship.
- c) Warning Signs: The HSP shall provide FP Warning Signs and post them in conspicuous places around the perimeter of the ship so they can easily be seen. The purpose of the warning signs is to delineate the secure area around ships and to warn unauthorized personnel not to enter. The signs must include a clear warning that the use of deadly force may be authorized by the local security guards or police force.
 - (1) Sign Specifications:
 - (i) Language: Must be in the local language(s) as well as English.
 - (ii) Workding: Must state "Restricted Area, Do Not Enter".
 - (iii) Picture: Must depict the image of a person with a gun if weapons are allowed to be carried.
 - (iv) Color: Yellow or white with black lettering.
 - (v) Visibility: Must be highly visible from a distance of 400 feet (125 meters).
 - (vi) Durability: Must withstand inclement weather for extended periods (minimum six (6) continuous days).

14. The fixed unit price for force protection services shall include all costs associated with providing transportation, mobilization/installation and demobilization/de-installation, or arranging the requested services. The HSP's invoice shall set forth the unit of issue identified for each service, total quantity ordered for each service, unit price, and the total price.

ELINs XX8F – XX91: FORCE PROTECTION BARRIERS

1. Jersey-type (concrete or water filled) security barriers, and CONEX BOX/Commercial Shipping Containers barriers capable of stopping a vehicle (automobile). Any of the below are suitable for land barrier requirements and shall be priced as each, available at the port (per day).
 - a) JERSEY-TYPE LAND SECURITY BARRIER (XX8F). Concrete barriers of stone blocks and anti-vehicle metal barriers chained together and anchored in place with similar stopping attributes as Jersey-type barriers.
 - b) JERSEY-TYPE WATER FILLED SECURITY BARRIER (XX8G). Water filled barriers (filled with water). The unit price shall include water.
 - c) CONEX BOX BARRIERS (XX8H).
 - d) CONEX BOX BARRIERS – PORT PROVIDED (XX8J) shall be used when Conex Box Barriers are provided by the port.
2. Floating Line of Demarcation (FLOD) at pierside, equipped with anchors and lighting (for night visibility). (Price per meter per day). The FLOD must be anchored at least 30 meters from ship. The HSP shall provide a FLOD to identify a restricted area in the water of approximately 400 feet (125 meters) distance around docked or anchored ships. The purpose of the FLOD is to establish a visual reference final demarcation line that unauthorized swimmers or watercraft should not enter. The Picket Boats will patrol outside this visual reference. The FLOD is not designed to stop approaching unauthorized watercraft by fouling their propellers but is to help identify a safe standoff zone. In all cases when a ship orders a FLOD, the HSP shall invoice and will be paid for a minimum daily quantity of 100 Meters. There are two (2) types of FLOD's that are currently

authorized, Floating Barrier/Continuous Line of Demarcation (XX8K) and Floating Barrier/Buoy System Line of Demarcation (XX8L), as describe below:

- a) FLOATING BARRIER/CONTINUOUS LINE OF DEMARCATION (XX8K). If allowed by the port, the HSP shall provide a Continuous Line FLOD per the specifications below:
 - The FLOD must fully enclose ships pierside or at anchorage. The FLOD will have an entry control point (ECP) where the FLOD may be opened up when authorized watercraft require access to the ship. The HSP will provide a boat and crew to open up and close the FLOD at the ECP.
 - Continuous line made of nylon rope or steel cable (minimum 20mm) with at least one connectable ECP for access. Flotation devices positioned every meter on the line.
 - Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing strobe lights (standing at least one meter high above the water) and positioned every 75 meters along the line. The strobe lights must be visible day or night at a minimum distance of 2 nautical miles.
 - Weights positioned at intervals along the line to anchor the line to the seabed and stabilize the FLOD. The number of weights, size and intervals will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the FLOD intact up to Sea State Condition 3.

 - b) FLOATING BARRIER/BUOY SYSTEM LINE OF DEMARCATION (XX8L). This is an acceptable alternative to the Floating Barrier/Continuous Line of Demarcation. Some Ports may require the buoys to be temporarily moved and replaced if a commercial ship requires the water space. The HSP shall provide a Buoy System FLOD per the specifications provided below:
 - The HSP shall provide a Buoy System FLOD to identify a restricted area around ships. The purpose of the Buoy System FLOD is to establish a visual reference (not necessarily a physically connected line) final demarcation line, visible day or night, that unauthorized swimmers or watercraft should not be entering. Large red or yellow buoys (minimum 1 meter in diameter) with battery powered flashing yellow strobe lights (standing at least one meter high above the water) will be positioned every 100 meters along the line. The flashing yellow strobe lights must be visible day or night at a minimum distance of 2 nautical miles. In addition, buoys must also be visible on both ship and shore-based radar. Picket Boats will patrol outside of this visual reference. The Buoy System FLOD shall have an Entry Control Point (ECP) where authorized watercrafts are allowed access to and from the ship. The HSP shall provide at a minimum 2 (two) workboats to tend to the Buoy System FLOD at all times.
 - The HSP shall provide the system with weights sufficient to anchor each buoy to the seabed. The size of the weight will be determined by the conditions of the harbor or anchorage. It must be sufficient to keep the buoy line intact at all times regardless of sea conditions.

 - c) OPENING AND CLOSING OF FLOATING BARRIER/BUOY SYSTEM LINE OF DEMARCATION (XX8M). The HSP shall open and close the FLOD at the entry control point upon request. The price shall be for service. Service is meant to include both opening and the closing.
3. METAL PEDESTRIAN CONTROL FENCE (XX8N). Metal pedestrian control fences must be at least two (2) meters high, two (2) meters wide, and sturdy enough to withstand wind and other inclement weather. Price is to be per one (1) meter of fence per day.
 4. METAL PEDESTRIAN CONTROL FENCE – PT (XX8P) shall be used when Metal Pedestrian Control Fence is a port tariff service.
 5. OTHER FORCE PROTECTION BARRIERS (XX8Q). Periodically, the ordering officer will request items or services that are categorized as force protection barriers items or services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required

quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.

6. RESERVED ELIN (XX8R).
7. RESERVED ELIN (XX8S).
8. RESERVED ELIN (XX8T).
9. RESERVED ELIN (XX8U).
10. RESERVED ELIN (XX8V).
11. RESERVED ELIN (XX8W).
12. RESERVED ELIN (XX8X).
13. RESERVED ELIN (XX8Y).
14. RESERVED ELIN (XX8Z).
15. RESERVED ELIN (XX90).
16. RESERVED ELIN (XX91).

ELINs XX92 – XX9V: FORCE PROTECTION PERSONNEL AND EQUIPMENT

1. UNARMED SECURITY GUARDS (XX92 – XX93).
 - a) Unarmed security guards to control vehicle and personnel access to pier or for vetting operations. Price is to be per guard per hour. Must be English speaking, and equipped with own handheld radio (not ship's radio) to communicate with ship. Duties and responsibilities will be coordinated with the ship upon arrival. The abovementioned ELINS shall not be ordered or provided where private security guards are contrary to law or regulation. The HSP shall provide security guards at pierside to ensure that only authorized personnel, vehicles, watercraft and material are allowed into restricted areas. The HSP shall ensure guards are qualified and have all necessary equipment for them to provide their service. All guard services shall be performed within the parameters of local laws and regulations. The HSP shall coordinate security guard operations with boat operators and port authorities.
 - b) ELIN XX93 shall be used when unarmed security guards are provided by the port.
2. RESERVED ELIN (XX94).
3. RESERVED ELIN (XX95).
4. UNMANNED OR MANNED WATERBORNE PATROL CRAFT CONTINUOUS COVERAGE (XX96 – XX97). The HSP shall provide unmanned or manned waterborne patrol craft (motorized patrol craft, approximately 5-10 meters in length) with own radio to communicate with ship and local authorities. Manned waterborne patrol craft must be unarmed. Continuous coverage is required for the period of performance ordered by the ship or by the Contracting Officer. Price is to be per patrol craft per hour. Duties and responsibilities will be coordinated with the ship upon arrival. If the period of performance ordered by the ship

is less than four (4) continuous hours, the HSP is entitled to a minimum daily amount of four (4) continuous hours for each patrol craft ordered. The purpose of the picket boat is to keep unauthorized watercraft from approaching U.S. ships. The picket boat shall establish a waterborne exclusion zone and keep all unauthorized watercraft from entering this zone.

- a) The HSP shall provide for and manage picket boat services. At no time will coverage be allowed to lapse. If a picket boat has to refuel or leave its assigned area for any reason the HSP will ensure a replacement boat is provided for relief. Picket boats will not be allowed to leave the patrol area until their relief is on site.
 - b) Services shall include a driver and any helpers or crew members as required, insurance required by local law, maintenance, fuel, and any other operating items.
 - c) The picket boat shall intercept any unauthorized vessels attempting to approach the ship and the security guard will warn them away with a loudhailer. If the unauthorized vessel continues towards the ship, the security guard will warn the ship via two-way radio. The Picket Boat will circle the unauthorized vessel or attempt to block its approach. The Picket Boat will not ram the unauthorized vessel. If the unauthorized watercraft still continues toward the ship, the Picket Boat will stand off and let the ship deal with the threat. The intent is to prevent unauthorized watercraft from getting close to US ships.
 - d) The picket boat shall be piloted by a qualified driver with Certifications and licenses required by the local Government for the operation of the type, class or size of boat being operated. The driver will have the requisite experience, skill, knowledge, and familiarity with the water area in which the boats are to be operated to ensure the boats are operated in a safe and seaworthy manner. Driver must speak and understand English fluently.
 - e) The picket boat shall be suitable for operations in all weather conditions, capable of carrying three people, capable of a minimum 18 knots speed, and capable of operating for 8 hours without refueling.
5. TRAINED METAL DETECTOR OPERATOR (XX98). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radios to contact ship or local authorities. Operators must speak English. Price is to be per hour per operator.
 6. WALK-THRU METAL DETECTOR (XX99). The HSP shall provide walk-through (thru) metal detectors, similar to those used in commercial airports. Walk-thru metal detector must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.
 7. TRAINED EXPLOSIVE DETECTOR OPERATOR (XX9A). Operators shall search host nationals and host national vehicles. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Operators must speak English. Price is to be per hour per operator.
 8. WALK-THRU EXPLOSIVES DETECTOR (XX9B). The HSP shall provide walk-through (thru) explosives detectors, similar to those used in commercial airports. Walk-thru explosives detector must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.
 9. TRAINED X-RAY BAGGAGE SCANNING OPERATOR (XX9C). Operators shall search host national baggage. Operators must have proper authorization/certification to conduct searches, and be in an official uniform. Operators must also have their own handheld radio to contact ship or local authorities. Operators must speak English. Price is to be per hour per operator.

10. X-RAY BAGGAGE SCANNING MACHINE (XX9D). The HSP shall provide X-ray baggage scanning machines, similar to those used in commercial airports. X-ray baggage scanning machines must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.
11. DIVE AND VETTING SERVICES (XX9E). The HSP is to provide for explosives disposal-trained diving services capable of inspecting pier before ship arrival. Must have obtained all applicable licenses and/or certifications from host nation prior to diving (price per hour). The HSP shall provide for divers to conduct underwater inspections of the pier area, the ship's hull, and supporting watercraft. The purpose of the divers is to detect any explosive devices attached to the ship's hull or around the pier area. If the diver discovers an explosive device, he/she shall not attempt to defuse or remove the device. The diver shall immediately report the device to the ship and local authorities. The pier will be vetted prior to the ship's arrival. To the maximum extent practicable the HSP shall inspect all watercraft at least 400 feet (125 meters) from the ship. The dive team will have a minimum of three (3) divers including a supervisor, will have all required equipment, and will provide their own boat with driver capable of holding a minimum of seven personnel. (Price is per team per hour for the service with a minimum of four (4) hours).
12. OTHER FORCE PROTECTION PERSONNEL AND EQUIPMENT (XX9F). Periodically, the ordering officer will request items or services that are categorized as force protection personnel and equipment that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
13. RESERVED ELIN (XX9G).
14. RESERVED ELIN (XX9H).
15. RESERVED ELIN (XX9J).
16. RESERVED ELIN (XX9K).
17. RESERVED ELIN (XX9L).
18. RESERVED ELIN (XX9M).
19. RESERVED ELIN (XX9N).
20. RESERVED ELIN (XX9P).
21. RESERVED ELIN (XX9Q).
22. RESERVED ELIN (XX9R).
23. RESERVED ELIN (XX9S).
24. RESERVED ELIN (XX9T).
25. RESERVED ELIN (XX9U).
26. RESERVED ELIN (XX9V).

ELINs XX9W – XXAM: FORCE PROTECTION SUPPLIES

1. 800 MHZ RADIO (XX9W). 800 MHZ Radio must be in excellent condition, and battery operated, with batteries included (price per unit per day).
2. TIRE SHREDDING STRIPS (XX9X). Tire shredding strips to be equipped with metal spikes, to be placed across the entry to pier access (price per one strip per day). Tire shredding strips must be capable of disabling a vehicle with drivers over the strips in the wrong direction. Strips must be at least one meter in length.
3. CONTROLLED AREA SIGN (XX9Y). Signs shall be in host nation language and in English. Signs shall be at least one (1) meter long and a half (1/2) meter wide, with lettering at least 10 cm high (the price is to be per sign per day). Each sign is to read, "Controlled area. Unauthorized entry prohibited." Signs shall be legible, made of sturdy material that will not fade, run, or be ruined due to inclement weather (plastic material preferable). Signs shall also be written in reflective paint/material or be lighted, so they can be seen at night. Signs shall have some type of securing means on them, such as a hole punched in each corner, to use wire to secure sign to fence.
4. PORTABLE FLUORESCENT LIGHTING (XX9Z). The HSP shall provide portable fluorescent lighting capable of illuminating 300 meters x 100 meters area. The price is to be per portable unit per day.
5. WEATHER RESISTANT GUARD SHACK (XXA0). The HSP shall provide weather resistant guard shacks capable of holding at least two (2) persons. Weather resistant guard shack shall be enclosed and shall have, at a minimum, one (1) door and one (1) window. The price is to be per unit per day.
6. HANDHELD METAL DETECTOR (XXA1). The HSP shall provide handheld metal detectors, similar to those used in commercial airports. Handheld metal detector must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.
7. HANDHELD EXPLOSIVE DETECTOR (XXA2). The HSP shall provide handheld explosive detectors, similar to those used in commercial airports. Handheld explosive detector must be certified by the local certifying entity and in good working condition. The price is to be per unit per day.
8. BATTERY OPERATED BULLHORN (XXA3). The HSP shall provide battery operated bullhorn with new batteries included. The price is to be per unit per day.
9. STURDY TABLE & FOUR (4) FOLDING CHAIRS (XXA4). The HSP shall provide sturdy tables with dimensions of at least two (2) meters long and one (1) meter wide, with four (4) folding chairs. The price is to be per unit per day.
10. TENT OR AWNING, OPEN (XXA5) OR CLOSED (XXA6). The HSP shall provide tents or awnings to shelter personnel conducting inspections, to shelter a designated medical area, or to shelter for any other event. The tent or awning must be at least three (3) meters x three (3) meters. In addition, the tent or awning must be anchored down and strong enough to withstand inclement weather. The price is to be per unit per day.
11. UNDERCARRIAGE VEHICLE SCANNER (XXA7). The HSP shall provide undercarriage vehicle scanner for force protection measures designed to see underneath body of a car. The price is to be per unit per day.
12. MANUAL DROP ARM GATE (XXA8). The HSP shall provide a manual drop arm gate with cement blocks to be placed at the entry point to control entry and exit of vehicles to the pier. The price is to be per unit per day.
13. GOLF CARTS – 4 PASSENGER (XXA9). The HSP shall provide four (4) passenger capacity golf carts. Upon initial rental, the gasoline tank shall be full. The price for four passenger golf carts rented is based upon an assumption that the golf cart will be returned with an empty tank of gas. Therefore the fixed price for golf carts will include a full tank of gasoline at the time of rental. Golf carts can be returned with any amount of gasoline.

Ships shall not be responsible for returning the golf carts with a full tank of fuel, and the HSP shall not be obligated to credit the ship for the remaining fuel. The price is to be per four (4) passenger golf cart per day.

14. LIGHTING CART (XXAA). HSP shall provide portable lighting cart between 7.5' to 12' in height. Portable lighting cart shall include two (2) 1000-watt metal halide lamp fixtures. The price of the lighting cart shall include power supply for lighting cart.
15. OTHER FORCE PROTECTION SUPPLIES (XXAB). Periodically, the ordering officer will request items or services that are categorized as force protection supplies items that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
16. RESERVED ELIN (XXAC).
17. RESERVED ELIN (XXAD).
18. RESERVED ELIN (XXAE).
19. RESERVED ELIN (XXAF).
20. RESERVED ELIN (XXAG).
21. RESERVED ELIN (XXAH).
22. RESERVED ELIN (XXAJ).
23. RESERVED ELIN (XXAK).
24. RESERVED ELIN (XXAL).
25. RESERVED ELIN (XXAM).

SUBCLIN X00XAD: COMMUNICATIONS FUNDED ITEMS

ELINs XXAN – XXB9: TELEPHONE SERVICES & COMMUNICATIONS EQUIPMENT

1. Landline Installation & Removal (XXAN). Whether installed on a permanent or temporary basis, sufficient landlines shall be made available for official, local, and international use. Installation charges shall be inclusive of all costs for installation and removal of landlines. The price is per day. Landline Usage charges (XXAP) and Landline Usage port tariff fees associated with landline connections (XXAQ) will be fixed priced and proposed for each task order.
2. Rental of Cellular Phones (Per Unit Per Day) (XXAR). Daily charges shall be inclusive of delivery, removal, provision of 110V to 220V transformers, adapters and extra batteries. Activation, auto roaming, and long distance accounts shall be included under XXAS (Cellular Phone - Usage). The HSP shall have readily available a minimum of ten (10) cellular telephones at any given time. Each mobile phone provided shall include an operating manual/instructions with published rates for usage.
3. Prepaid International Calling Cards (100 minutes each) (XXAT). The HSP shall provide pre-paid international Calling Cards for official use for worldwide calling area including local, domestic, and international areas.

4. SIM Card with Prepaid Airtime (100 minutes each) (XXAU). SIM cards with prepaid airtime shall be provided where the ship or operating unit has mobile phones and desires only SIM cards for use in the specific port area. SIM cards provided under ELIN XXAU shall include activation of the SIM card.
5. Additional Airtime - Prepaid SIM Card Airtime (150 minutes each) (XXAV). The HSP shall provide on request additional airtime minutes for cell phone rental when initial airtime minutes have or will expire and additional minutes are required.
6. Prepaid Domestic Calling Cards (100 minutes each) (XXAW). The HSP shall provide pre-paid domestic Calling Cards for official use.
7. Wi-Fi Internet Connection (XXAX). The HSP shall provide pocket Wi-Fi rental units on a daily rate basis and charges shall be inclusive of delivery, battery charger, USB cable, and an operating manual/instruction, high download speed of up to 150Mbps, high upload speed of up to 50Mbps, unlimited data usage, ability to connect up to ten (10) devices to the Internet simultaneously, 3000mAh built-in battery for 8 to 10 hours of operating time, and maximum standby time of 500 hours.
8. OTHER TELEPHONE SERVICES & COMMUNICATIONS EQUIPMENT (XXAY). Periodically, the ordering officer will request items or services that are categorized as telephone services and communications equipment that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
9. RESERVED ELIN (XXAZ).
10. RESERVED ELIN (XXB0).
11. RESERVED ELIN (XXB1).
12. RESERVED ELIN (XXB2).
13. RESERVED ELIN (XXB3).
14. RESERVED ELIN (XXB4).
15. RESERVED ELIN (XXB5).
16. RESERVED ELIN (XXB6).
17. RESERVED ELIN (XXB7).
18. RESERVED ELIN (XXB8).
19. RESERVED ELIN (XXB9).

SUBCLIN X00XAE: TRANSPORTATION FUNDED ITEMS

ELINs XXBA – XXCA: LAND TRANSPORTATION (PERSONNEL) SERVICES

1. GENERAL REQUIREMENTS:

- a) All drivers must be fully qualified and possess valid driving licenses. Drivers shall be familiar with local area and conversant in English. All vehicles shall be registered, licensed and insured. The HSP is responsible for delivering all cargo and personnel to the correct location on schedule.
- b) The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the ships' representative, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected upon delivery of the vehicle at the beginning and return at the end of the rental period by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.
- c) If a vehicle is not operable when required under this contract, the HSP shall provide, at no additional expense to the U.S. Government, a replacement vehicle within three (3) hours that complies in all respects with this contract.

2. BUS SERVICE (XXBA – XXBC).

- a) The HSP shall provide heated and air-conditioned bus service capacity on an hourly rate basis and bill under ELIN XXBA for 26 passengers, ELIN XXBB for 40 passengers, and ELIN XXBC for 50 passengers. The hourly rate shall include: one (1) driver or operator, any additional helpers or crew required by local authorities, all insurance, fuel, holiday surcharges, overtime, and all other operating expenses. Any additional driver, if required, shall be priced separately under ELIN XXBS. Any other expense that is not covered under the abovementioned ELINs (e.g. tolls) will be paid by the ship's Supply Officer using his/her own Government purchase card authority, or by the Contracting Officers. Note, there is a separate ELIN for E-Z Passes (XXBY) and a separate ELIN for Fee for acquiring internal E-Z Pass Transponder (XXBZ) should there be extensive tolls in and around the area in which the port is located.
- b) The HSP shall ensure that the bus is in sound mechanical condition and meets all safety standards required by local laws and regulations. Further, the bus shall be in a clean condition so as not to soil passengers, their clothing or possessions with dirt, grease, oil, or other matter and shall be free of debris.
- c) In the event of a bus breakdown, the HSP shall provide within two (2) hours, at no additional expense to the U.S. Government, a replacement bus complying in all respects with this contract.
- d) A minimum daily price of four (4) continuous hours shall apply for each bus ordered less any time associated with bus breakdown or getting lost.
- e) Any personal articles or items found on the bus after completion of each trip shall be turned over to the ship's Supply Officer.
- f) The HSP shall be responsible for ensuring that the HSP and an authorized representative of the U.S. Government jointly inspect each bus before and after trips. The U.S. Government will not consider any claim for damage to a bus which has not been inspected.
- g) Drivers must be familiar with the area, have an appropriate driver license, and speak English. In the event the driver is unable to speak English, the HSP shall furnish an English speaking rider on the bus.
- h) Substitution of Buses. If the HSP does not have available the type of bus ordered and the bus has been ordered at least 24 hours in advance, the HSP shall substitute a bus type equal to or better than the bus ordered at the price listed for the type of bus originally ordered. EXAMPLE: If two (2) 50 passenger

buses are ordered but unavailable, the HSP shall furnish a combination of passenger buses at the price listed for the 50 passenger buses originally ordered.

3. VEHICLE RENTAL SERVICE (XXBD – XXBQ).

a) Vehicle Specifications, Maintenance, and Malfunctions

- (1) The HSP shall furnish air-conditioned vehicles not more than five (5) years old, in good order and condition and otherwise in full compliance with best commercial practices and local laws and regulations. They shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire, as well as any other equipment required by local authorities. Upon initial rental, the gasoline tank shall be full. The prices for vehicles rented are based upon an assumption that the vehicles will be returned with an empty tank of gas. Vehicles can be returned with any amount of gasoline. Ships shall not be responsible for returning the vehicle with a full tank of fuel and the HSP shall not be obligated to credit the ship for the remaining fuel.
- (2) The HSP shall provide vehicles that have been properly maintained and serviced, including all motor oils, lubricants, antifreeze, coolants and other fluids such as windshield washer fluid, and shall be responsible for all emergency repairs and services.
- (3) Should any vehicle break down while in the U.S. Government's possession, the HSP shall replace it with another vehicle of the same or larger size as quickly as possible, but in any case no more than three (3) hours after the breakdown is reported. The replacement shall take place either at the point of breakdown or at the HSP's office closest to that point; whichever is more convenient for the U.S. Government. All repair or replacement costs, including transportation, shall be at the HSP's expense. In addition, the HSP shall be liable for any U.S. Government incurred costs because of the breakdown; such as towing, repair costs, and related transportation expenses because the HSP was unreachable.
- (4) The price of fuel for all rental vehicles shall be included in the price of the vehicle and shall not be invoiced separately.
- (5) The price of fuel (full tank of gasoline at the time of rental) for all rental vehicles shall be included in the price of the vehicle and shall not be invoiced separately.
- (6) The HSP shall obtain written acknowledgement of vehicle service by an authorized ship representative. The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cost, except where the loss or damage is caused by the willful and wanton misconduct of the U.S. Government employee.

b) Substitution of Vehicles

- (1) If the HSP does not have available the type of vehicle ordered and the vehicle has been ordered at least 24 hours in advance, the HSP shall substitute a vehicle type equal to or better than the vehicle ordered at the price listed for the type of vehicle originally ordered. EXAMPLE: If a Group "M" vehicle is ordered but unavailable, and if no other Group "M" vehicle is available, the HSP shall furnish a higher group vehicle at the price listed for the Group "M" vehicle originally ordered.
- (2) In the case of passenger or cargo vans, there shall be no substitution without the approval of the Supply Officer.

- c) Driver's License. Vehicles shall be furnished to any official U.S. Government (military or civilian) driver who has attained the age of 18 years or the age required by the host nation, whichever is older, and possesses a valid driver's license for the host nation of the port visit.
- d) General Description of Vehicle Types – The vehicles shall meet the general description set out below:
- Vehicle, Group “B” – Medium-Size Sedan (XXBD). 2 – 4 doors; 4 – 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.
 - Vehicle, Group “E” – Executive Sedan (XXBE). 4 doors; 5 passenger capacity; air conditioning; minimum 1600 cc engine sedan.
 - Vehicle, Group “M” – 7 Passenger Van (XXBF). 7 passenger capacity with driver; air conditioning; minimum 2000 cc engine.
 - Vehicle, Group “M” – 9 Passenger Van (XXBG). 9 passenger capacity with driver; air conditioning; minimum 2000 cc engine.
 - Vehicle, Group “Z” – 12 Passenger Van (XXBH). 12 passenger capacity with driver; air conditioning; minimum 2000 cc engine.
 - Vehicle, Group “Z” – 15 Passenger Van (XXBJ). 15 passenger capacity with driver; air conditioning.
 - Vehicle, 4 Wheel Drive (XXBK). Sports Utility Vehicle (SUV) or 4x4 vehicle shall have a minimum 4 passengers and a 1600cc engine. 4 wheel drive (4WD) or 4x4 is a four-wheeled vehicle with a drive train that allows all four wheels to receive torque from the engine simultaneously.
 - Vehicle, Cargo Van (XXBL). Shall have a minimum capacity of 15 cubic meters (cm) and 1600 cc engine.
 - Vehicle, Light Duty Truck (XXBM). Shall have a minimum payload capacity of ½ metric ton (MT) and 1600 cc engine.
 - Vehicle, Covered Truck (10-15 ft) (XXBN). The HSP shall provide covered, lockable trucks with a driver to load/off load cargo.
 - Vehicle, Flatbed Trailer Truck (40 ft.) (XXBP). The HSP shall provide a flatbed trailer truck with a driver to load/off load cargo.
- e) Vehicle Accessories:
- GPS Unit (XXBQ). Global Positioning System (GPS) Unit for use with rental vehicles shall be loaded with up-to-date maps of the local area.
- f) Insurance and Liability. The prices for vehicle rental services, as set forth in the schedule, shall be subject to the conditions below:
- (1) The U.S. Government shall not be liable for loss or damage to rented vehicles in any amount regardless of the cause, except where the loss or damage is caused by the willful and wanton misconduct of the U.S. Government employee.

- (2) The HSP and any Subcontractor shall be liable for, and shall indemnify and hold harmless, the U.S. Government, its agents, and its employees against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the HSP, its subcontractors, its agents, or employees.
 - (3) The HSP shall provide and maintain at its expense, all vehicle operator's insurance required by the law of the country in which the vehicle is to be operated. All necessary insurance certificates shall be provided with the rental vehicle. Such insurance shall include all coverage required by law for bodily injury, collision, and property damage liability. The HSP shall be liable for, and shall indemnify and hold harmless the U.S. Government, its agents, and its employees, against all actions or claims for loss of or damage to property or the injury or death of persons, within the required policy limits, arising out of or in connection with the rental or use by the U.S. Government, its agents or its employees of any vehicle under this contract.
 - (4) Paragraph (3) shall not be construed as limiting the HSP's liability to the amounts of the required minimum insurance coverage specified therein.
 - (5) The HSP shall provide vehicles that have been properly maintained and serviced. If a vehicle does not meet the requirements of this contract as determined by the ordering officer, the U.S. Government shall have the right to reject the vehicle for performance of services. The HSP shall ensure that each vehicle is jointly inspected upon delivery of the vehicle at the beginning and return at the end of the rental period by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a vehicle which has not been inspected.
- g) Traffic Violations and Fines. Each vehicle operator shall be responsible for payment of fines and legal costs incurred as a consequence of the violations of traffic laws or regulations. The HSP shall notify the Supply Officer of the infraction and amount cited as soon as the documentation concerning the violation is received
 - h) Mileage and Deposit Charges. There are no mileage or deposit charges for the vehicles rented under this contract.
 - i) Time Periods of Rental. Rental time shall begin once U.S. Government employees have taken possession of the vehicle. The daily rate is defined as 24 consecutive hours. The daily rate shall be inclusive of all necessary equipment, all liability insurance as required by local law, holiday and overtime costs, all other operating expenses, and all other incidentals with the exception of Collision Damage Waivers (CDW).
 - j) The HSP shall return all items left in rental vehicles to the ship's Supply Officer.
4. QUALIFIED DRIVER FOR RENTAL VEHICLE & EXTRA DRIVER FOR BUS/RENTAL VEHICLE (XXBR – XXBS).
- a) When requested by the ship, when the ship is not allowed to rent a vehicle without a local driver, or when an operator is required to drive for more than eight (8) hours, the HSP shall provide a driver for rental vehicles or an additional driver (for bus or rental vehicle). Drivers must be fully qualified and possess valid driving licenses. No individual driver shall be required to drive more than eight (8) hours straight. Drivers must not have been driving within the previous eight (8) hours. Drivers must be familiar with local area, and must speak English. The service shall begin once the driver with the vehicle arrives at the requested location and after the driver has notified the ship's personnel of his arrival. The HSP shall be responsible for payment of any fines and legal costs incurred as a consequence of the violation of traffic laws or regulations by the provided driver. Any other expense

that is not covered under this ELIN (e.g. tolls, driver's overnight accommodation) will be paid by the Supply Officer using his/her own Government purchase card authority, or by the Contracting Officers.

5. **VEHICLE ACCESS FEE - PER VEHICLE PER ENTRY (XXBT).** If a fee is required for vehicle access to the port or pier, the HSP shall provide a firm-fixed-price for vehicle access. This ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
6. **AIRPORT TRANSFER SERVICE (XXBU).**
 - a) In ports where distance from airport to pier is 200 kilometers (124 miles) or less, the HSP shall provide one-way transfer vehicles with drivers to transfer personnel between a designated airport pick-up point and a specified destination (ship or hotel accommodations if ship is not yet in port/at anchorage). Price is to be per each one-way transfer of 200 kilometers (124 miles) or less.
 - b) The HSP shall obtain written acknowledgement by an authorized ship representative of all one-way transportation service and the number of crewmembers requiring airport transfer.
7. **PERSONNEL LOGISTIC MOVEMENT SUPPORT (PLMS) (XXBV).** Certain port visits will require the HSP to facilitate/arrange transportation, lodging and customs services for U.S. Government employees/military personnel who are being transferred to or from a ship at a particular port visit. The transportation, lodging and customs services will be to/from an entry point into the country and the port where the ship will visit or is currently visiting.

These services may consist of the following:

- Taxi/shuttle services to/from the afloat unit or local lodging accommodations ashore.
- Inbound/outbound customs/visa stamps as necessary for entries/departures.
- Daily lodging – if daily lodging is required, the room rates and specifications must be in accordance with the Joint Travel Regulation (JTR) and shall not exceed the per diem rates specified therein for the particular location. Lodging must:
 - Be clean and safe, at hotels within walking distance or close driving distance from the port/airport;
 - Not be located in a restricted area; and
 - Meet the embassy approved force protection requirements.

Further requirements may be imposed, if necessary, to meet U.S. Government Personnel safety and security requirements.

The individuals/groups requiring these services will be traveling under orders and funding will be separate from the funding for the port visit of the ship. As a result, costs are to be separately invoiced and paid either by the traveler/travelers at the time services are rendered, or in cases of Civil Service Mariners (CIVMARs), by the ship (USNS vessels). Therefore the cost of these services will not be included as part of the final HSP invoice for the port visit.

The HSP shall charge a PLMS fee for arranging the services that is attributable to the final port visit invoice. The fee to be paid shall not exceed the amount as proposed in ELIN XXBV at the basic contract level.

The need for these services will be identified at the time the RTOP is issued to the maximum extent practicable and the HSP's are not to propose prices for the actual services, only the PLMS fee from ELIN XXBV based on the number of travelers identified in the RTOP. When a PLMS requirement is identified after a HSP task order has been issued; the HSP, Ship Master, and/or Supply Officer must coordinate with the Contracting Officer to modify the task order to include the PLMS fee.

Once the HSP for the port visit has been identified, the specific traveler information/itinerary will be provided to the HSP to begin arranging services.

8. VEHICLE, COLLISION DAMAGE WAIVER (XXBW). The HSP shall provide the option for Collision Damage Waiver (CDW) for all vehicle rentals. CDW is not insurance and will not be required in order to rent a vehicle through the HSP. The CDW shall waive the renter's damage responsibility for all of the costs of damage to, loss or theft of, the vehicle or any part or accessory and related costs regardless of fault or negligence. If HSP provides CDW on behalf of rental agency, the renter and driver will be subject to the specific requirements of that rental agency's CDW. The CDW shall be firm-fixed-priced at the task order level. This ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
9. VEHICLE, PREPAID GASOLINE CARDS (XXBX). If requested, pre-paid gasoline cards with a minimum \$50.00 pre-loaded balance shall be provided when ordered. Gasoline cards will be for official use only when rental vehicles are requested. Upon completion of the port visit, the gasoline cards shall be retained by the ship's Supply Officer. The prepaid gasoline cards shall be firm-fixed-priced at the task order level. This ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
10. E-Z PASS (XXBY) AND FEE FOR ACQUIRING INTERNAL E-Z PASS TRANSPONDER (XXBZ). If requested, E-Z Passes with a minimum \$50.00 pre-loaded balance shall be provided when ordered. E-Z Passes will be for official use only when rental vehicles are requested. Upon completion of the port visit, the E-Z passes shall be returned to the HSP. The E-Z Passes (XXBY) and the fee for acquiring the internal E-Z Pass transponder (XXBZ) shall be firm-fixed-priced at the task order level. If the balance on the E-Z Pass needs to be replenished, the HSP shall provide the requisite services to do so. This ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
11. OTHER LAND TRANSPORTATION (PERSONNEL) SERVICES (XXC0). Periodically, the ordering officer will request items or services that are categorized as land transportation (personnel) services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
12. RESERVED ELIN (XXC1).
13. RESERVED ELIN (XXC2).
14. RESERVED ELIN (XXC3).
15. RESERVED ELIN (XXC4).
16. RESERVED ELIN (XXC5).
17. RESERVED ELIN (XXC6).
18. RESERVED ELIN (XXC7).

19. RESERVED ELIN (XXC8).
20. RESERVED ELIN (XXC9).
21. RESERVED ELIN (XXCA).

SUBCLIN X00XAF: PROVISIONS FUNDED ITEMS

ELINs XXCB – XXCM: PROVISIONS

1. PROVISIONS (XXCB). Provisions are primarily ordered under other U.S. Government contracts. Use of these contracts for provisions (e.g. Defense Logistics Agency (DLA) Subsistence “Prime Vendor” provisions contracts) is mandatory when available. If U.S. Government contracts are either unavailable or the Government or Contractor cannot make delivery within the ship scheduling constraints, provisions will be procured by the Contracting Officer. Any emergent requirements passed by the ship to the HSP must be forwarded to the Contracting Officer. In these instances, the RTOP will detail the required provisions, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As provisions are not presently identified, this ELIN is issued in both the solicitation and the contract as an estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibits(s)) so that all offerors propose and are evaluated on equal footing.
2. Fresh Fruits and Vegetables (FFV) shall be of good quality and meet the following specific standards:
 - a) Shall not be grown (cultivated) using night soil;
 - b) Shall be free of pest and insect infestation; and
 - c) Shall be fresh yet not overripe.

The HSP shall ensure that the provider of items arranged under this ELIN furnishes to the Supply Officer, invoices showing quantities furnished; unit price in U.S. dollars; and total price in U.S. dollars as indicated in the “INVOICING AND PAYMENT CLAUSE”.

3. HSPs are directed to acquire subsistence and FFV from the list of Army Veterinary Service or the Navy Medical Services approved sources FIRST. This list can be obtained from Veterinary Services at <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx> and from the DLA Subsistence Home Page at <https://www.troopsupport.dla.mil/subs/pv/index.asp>. HSPs will provide the pricing information from these sources to the contracting officer as part of their response to the RTOP. In the event there is no Army Veterinary Service or the Navy Medical Services approved sources that can meet delivery requirements, HSPs may use local service providers to meet ship demands but must provide the contracting officer with pricing of the ship’s requirements as part of their response to the RTOP.

All subsistence procured via HSP in foreign ports requires an increased level of security awareness. Therefore, all subsistence & FFV provisions from the HSP sources will require an additional level of inspection and acceptance where the quality of those provisions must be inspected by a designated representative of the ship’s Medical department and acknowledgment of receipt and acceptability by Food Service Officer.

Any unsatisfactory/poor quality of food items delivered by the HSP may not be received by the ship. In the event the ship rejects delivery any item, in part or whole the HSP vendor will not be compensated for those rejected provisions.

4. The HSP shall retain documentation of inspection of sources recommended or selected as suppliers of subsistence items. Under no circumstances shall the HSP recommend or offer for acceptance subsistence items from non-approved sources.

5. RESERVED ELIN (XXCC).
6. RESERVED ELIN (XXCD).
7. RESERVED ELIN (XXCE).
8. RESERVED ELIN (XXCF).
9. RESERVED ELIN (XXCG).
10. RESERVED ELIN (XXCH).
11. RESERVED ELIN (XXCJ).
12. RESERVED ELIN (XXCK).
13. RESERVED ELIN (XXCL).
14. RESERVED ELIN (XXCM).

SUBCLIN X00XAG: FUEL FUNDED ITEMS

ELINs XXCN – XXD6: FUEL

1. Fuel is primarily ordered under other U.S. Government contracts. Use of these contracts for fuel (e.g. DLA Energy fuel contracts) is mandatory when available. In the event that no U.S. Government or Fuel Exchange Agreement (FEA) is available, or no DLA-E bunker available contracts meet a ship's fueling requirement, the RTOP will detail the fuel requirements, together with the required quantities and units of issue. The HSP shall provide a proposal in response to the RTOP.
2. Fuel shall be provided in accordance with the specifications listed in this PWS. The HSP shall ensure the fuel provider uses oil spill booms and other environmental safety equipment required by local laws. Fuel caught in oil booms will be properly disposed. The HSP shall be liable for any costs should the fuel provider fail to properly employ oil spill booms as required by local authorities or fails to comply with any local laws or regulations relating to the provision of fuel. The HSP shall deliver fuel "free on board" to the ship whether at pier side or at anchor. The HSP shall inspect the barge or truck used to deliver the fuel prior to each use with an independent, certified, and licensed surveyor. The barge or truck will be clean and certified before loading the fuel. The inspection shall be in the presence of the barge or truck operator and the fuel supplier. The HSP shall load the ordered fuel and transport to the ship. The HSP shall transfer the fuel from the fuel barge or truck to the ship. The HSP shall provide sufficient hoses with proper fittings or connections to effect fuel transfer operations. The invoice shall indicate the unit and total price for the fuel, the price for the delivery of fuel to the ship, and the cost for all the inspections.

Based on the delivery method, the following ELINs will apply:

- a) FUEL BY PIPELINE (XXCN).
 - b) FUEL BY TRUCK (XXCP).
 - c) FUEL BY BARGE SERVICES (XXCQ).
3. Fuel, Demurrage Charges (XXCR). Demurrage charges accrue when the entire quantity of fuel ordered cannot be delivered on or before the date and time specified in the fuel order. Demurrage charges do not accrue when fuel cannot be delivered due to the fault of the service provider (e.g. pumping rate of the barge or truck is inadequate to deliver fuel within the time specified by the order). Pricing of ELIN XXCR is in units of DAY

and the compensation covers the daily cost of the barge or truck used to deliver the fuel (regardless of the amount of fuel remaining in the barge or truck). If the ship does not offload all of the fuel ordered, the HSP shall store the excess fuel and diligently attempt to sell it as soon as practicable. The HSP shall receive a storage fee (demurrage) for no more than three (3) days. The HSP shall receive a fuel disposal fee on a reimbursable basis upon presentation of vendor invoice for disposal services.

4. The HSP shall ensure the ship is provided with a fuel invoice and the appropriate customs certification demonstrating the quantity of fuel provided in metric tons and in gallons or liters. In the event that the HSP is ordered to provide fuel, all terms and conditions of the fuel provider shall be provided to the Ordering Officer in the pre-arrival cost estimate or prior to the order being finalized if the fuel services are ordered after the pre-arrival cost estimate has been provided. For example, if a ship places an order for fuel and the fuel provider has a term or condition that requires the full quantity to be pumped into the requiring vessel without return of any fuel to the provider, this condition must be disclosed to the Ordering Officer prior to any fuel being delivered.
5. The following are the Fuel Specifications for Fuel (Marine Gas Oil (MGO)/F76) under this contract:

To obtain the most current fuel specifications, please refer to ASSIST, the official source for specifications and standards used by the Department of Defense. As of 22 Apr 2014, MIL-DTL-16884N has superseded MIL-DTL-16884M.

SAMPLE OF MIL-F16884J

TABLE I. Physical and Chemical Requirements

Physical Requirements		
Characteristics	Requirement	Text Method
Appearance, @ 25°C or ambient temperature whichever is higher	Clear, bright and free of visible particulates	D 4176 <u>1/</u>
Demulsification, @ 25°C, minutes (max)	10	D 1401 <u>2/</u>
Density, @ 15°C, kg/m ³ (max)	876	D 1298 (R), D 4052, D 287
Distillation, 10 % point, °C 50% point, °C 90% point, °C, (max) end point, °C, (max) Residue ° Loss, % vol., (max)	Record Record 357°C 385°C 3.0	D 86 <u>3/</u>
Cloud Point, °C, (max)	-1°C	D 2500
Color, (max)	3	D1500
Flash Point, °C, (min)	60°C	D 93 <u>4/</u>
Particulate Contamination, mg/liter, (max)	10	D 5432 <u>5/</u>
Pour Point, °C, (max)	-6°C	D 97
Viscosity, @ 40°C mm ² /second	- 1.7 - 4.3	D 445
Chemical Requirements		
Accelerated Storage Stability, total insolubles, mg/100ml, (max)	1.5	D5304 (R), D 2274 <u>6/</u>
Acid Number, mg KOH/100 ml, (max)	0.30	D 974 (R), D 664
Aniline Point, °C, (min)	60°C	D 611
Ash, % wt., (max)	0.005	D 482
Carbon Residue, on 10% bottoms, % wt., (max)	0.20	D 524 (R), D4530, D 189 <u>7/</u>
Corrosion, @ 100°C, (max)	No. 1 ASTM	D 130
Hydrogen Content, % wt., (min)	12.5	D 4808
Ignition Quality, Cetane Number, (min)	42	D 613 (R), D 976 <u>8/</u>
Cetane Index, (min)		

Sulfur Content, % wt. (max)	1.0	D 4294 (R), D 129, D 1552, D 2622
Trace Metals, ppm, (max)		D 3605 2/
Calcium	1.0	
Lead	0.5	
Sodium plus Potassium	1.0	
Vanadium	0.5	
Additive Names and Dosages	Record	

- a) If the sample fails ASTM D 4176 because a slight haze was observed, the product must meet the requirement of ASTM D 2709, 0.05 percent volume maximum. A slight haze is acceptable if the water and sediment (ASTM D 2709) does not exceed 0.05 percent volume. If the sample fails, ASTM D 4176 because it contains visible sediment or particulate matter, but meets the requirement of 10 mg/l (max) (ASTM D 5452), the fuel is considered acceptable, provided all other requirements are met.
- b) The demulsification test shall be conducted in accordance with the following exceptions:
- (1) Synthetic sea water prepared in accordance with ASTM D 1141 shall be used as the emulsifying fluid.
 - (2) The test temperature shall be 25°C.
 - (3) The demulsification time shall be that required for separation into two layers with no cuff at the interface. A lacy emulsion which does not form a band or cuff on the wall of the cylinder shall be disregarded. The fuel, water and emulsion layer volumes shall be recorded at one minute intervals and the demulsification time reported shall be to the nearest minute.
- c) As the end point of the distillation is approached, if either a thermometer reading of 385°C or a decomposition point is observed, discontinue the heating and resume the procedure as directed in ASTM D 86.
- d) The flash point value is the absolute and no value less than 60°C is permissible.
- e) A one-liter minimum sample shall be used.
- f) ASTM D 2274 may be used as an alternate method for testing storage stability provided the test time is extended from 16 hours to 40 hours.
- g) When the finished fuel contains a cetane improver, the carbon residue requirement specified in Table I shall apply to the base fuel, without the cetane improver.
- h) Either cetane number (ASTM D 613) or cetane index (ASTM D976) shall be reported. The cetane index requirement specified in Table I shall apply to the base fuel without cetane improving additives. Where cetane index is reported, the value shall be reported as the cetane index.
- i) Any quantitative spectroscopic method may be employed if correlation to ASTM D 3605 is demonstrated to the satisfaction of the inspection authority.
6. Minimum Requirements for Purchases of Commercial Distillate Fuels ((Navy) Marine Gas Oil) for Bunkers

The following minimum requirements have been established for use when buying fuel (gas oil - 100% distillate) from commercial sources when F76 is not available. Marine Gas Oil is not acceptable as cargo fuel on Navy Oilers.

TEST	METHOD	REQUIREMENTS
1. Cetane Number or Cetane Index	ASTM D 613 ASTM D 976	45 min 45 min
Note: A cetane <u>index</u> of 41 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338°C. A cetane <u>number</u> of 40 or above, but less than 45, is acceptable provided the 90% Distillation Point does not exceed a maximum of 338 °C.		
2. Appearance @ 21°C or ambient temperature (whichever higher) or Water and Sediment	Visual ASTM D 2709	Clear & Bright 0.05% max
3. Distillation. 90% Point	ASTM D 86	375°C max
4. Flash Point	ASTM D 93	60°C min
5. Pour Point	ASTM D 97	Report
6. Cloud Point	ASTM D 2500	-1.1°C (30 °F)
7. Viscosity @ 40°C	ASTM D 455	1.7 - 4.5 CST

7. OTHER FUEL (XXCS). Periodically, the ordering officer will request items or services that are categorized as fuel that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
8. RESERVED ELIN (XXCT).
9. RESERVED ELIN (XXCU).
10. RESERVED ELIN (XXCV).
11. RESERVED ELIN (XXCW).
12. RESERVED ELIN (XXCX).
13. RESERVED ELIN (XXCY).
14. RESERVED ELIN (XXCZ).
15. RESERVED ELIN (XXD0).
16. RESERVED ELIN (XXD1).
17. RESERVED ELIN (XXD2).
18. RESERVED ELIN (XXD3).

19. RESERVED ELIN (XXD4).
20. RESERVED ELIN (XXD5).
21. RESERVED ELIN (XXD6).

SUBCLIN X00XAH: OTHER SERVICES FUNDED ITEMS

ELINs XXD7 – XXDS: OTHER SERVICES

1. POSTAGE UP TO 50 LBS (XXD7 – XXDB). The HSP shall forward the package to a designated location if for any reason it cannot be delivered to the ship. The HSP shall store the package so that it will not be damaged and forward to the next port of call or as otherwise directed by the ship. Postage for package forwarding shall be charged by weight as outlined in ELINs XXD7 – XXDB. The price is to be per pound.
 - a) Postage for 0 – 5 lbs. (XXD7).
 - b) Postage for 6 – 10 lbs. (XXD8).
 - c) Postage for 11 – 15 lbs. (XXD9).
 - d) Postage for 16 – 25 lbs. (XXDA).
 - e) Postage for 26 – 50 lbs. (XXDB).
2. HANDLING FEES FOR FORWARDING TO NEW LOCATION (LESS POSTAGE) (XXDC). If there are additional handling fees, less postage, for forwarding mail to the designated location, ELIN XXDC shall be used. ELIN XXDC is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
3. PAINT FLOAT (XXDD). The paint float shall be no less than 5M in length but, in all cases, large enough to provide a safe and stable working platform for the occupants. Scaffolding may be of any height less than 3.5M from the deck, so as to provide a working platform at least 4M from the waterline. The paint float shall be equipped with suitable self-fendering to prevent damage to the ship. The price of these fenders shall be included in the proposed price of the paint float. If sea state, weather, or other conditions require any additional fendering between the barge and the ordering vessel to supplement the barge's self-fendering system so as to prevent damage to the vessel, the additional fendering shall be provided by the HSP at no additional charge. Rails shall be no less than 1M from the working platform. The working platform shall be equipped with anchor points for harnessing. The ship shall be responsible for providing safety harnesses, for obtaining permission from local authorities prior to all work on the paint float, and for cleanup/disposal of all hazardous material generated or released outside the paint float. The HSP shall notify the ship of local regulatory requirements concerning paint floats, assist the ship in submitting requests and passing required documentation to the local authority where permission is required to work on the paint float, and arrange for required cleaning of the paint float upon return. The ship is responsible for securing the paint float from the time custody has been transferred to them until returned to the HSP or the ship departs, whichever is earlier.
4. MANBASKET (XXDE). The HSP shall provide manbasket, also known as a crane basket that has been properly maintained, serviced and certified. The manbasket shall be used with either a crane or forklift, have a self-closing swing door with a safety chain to secure to the forklift carriage. If a manbasket does not meet the requirements of this contract, the U.S. Government shall have the right to reject the manbasket for performance of services. The HSP shall ensure that each manbasket is jointly inspected before and after use by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a manbasket which has not been inspected. If the manbasket is not operable when required under this contract, the HSP shall provide, at no additional expense, a replacement man lift within three (3) hours that complies in all respects with this contract.

5. SKY LIFTS (XXDF). The HSP shall provide sky lifts, fully fueled, that have been properly maintained and serviced. If a sky lift does not meet the requirements of this contract, the U.S. Government shall have the right to reject the sky lift for performance of services. The HSP shall ensure that each sky lift is jointly inspected before and after use by the HSP and an authorized representative of the U.S. Government. The U.S. Government will not consider any claim for damage to a sky lift which has not been inspected. If the sky lift is not operable when required under this contract, the HSP shall provide, at no additional expense, a replacement man lift within three (3) hours that complies in all respects with this contract. The HSP shall replenish the fuel and perform daily maintenance checks on the sky lift prior to 0730 AM each morning. The HSP shall conduct training on safety and operating procedures for ship personnel. The HSP shall maintain documentation of ship personnel acknowledgement of the training.
6. OTHER SERVICES (XXDG). Periodically, the ordering officer will request items or services that are categorized other services that are not separately identified or priced in this PWS. In these instances, the RTOP will detail the items/services, together with the required quantities and units of issue. The HSP shall provide a proposal for these items in response to the RTOP. As these items are not presently identified, this ELIN is issued in both the solicitation and the contract as an Estimated (EST) ELIN with the estimated value of items to be ordered under this ELIN pre-identified in the pricing detail spreadsheet(s) (Exhibit(s)) so that all offerors propose and are evaluated on equal footing.
7. RESERVED ELIN (XXDH).
8. RESERVED ELIN (XXDJ).
9. RESERVED ELIN (XXDK).
10. RESERVED ELIN (XXDL).
11. RESERVED ELIN (XXDM).
12. RESERVED ELIN (XXDN).
13. RESERVED ELIN (XXDP).
14. RESERVED ELIN (XXDQ).
15. RESERVED ELIN (XXDR).
16. RESERVED ELIN (XXDS).

CLIN X00X: CONTRACT MINIMUM GUARANTEE

NOTE: THIS CLIN WILL BE INCLUDED IN ALL CONTRACTS.

The minimum guarantee under this contract is \$2,000.00. The guaranteed minimum will apply across the whole of the contract's performance period, to include the period of performance of any option period exercised by the Government under the clauses 52.217-9 and 52.217-8. There will not be a separate additional guaranteed minimum order amount for the option period(s).

CLIN X00X: REPORTING

NOTE: THIS CLIN WILL BE INCLUDED IN ALL CONTRACTS ON A NOT SEPARATELY PRICED (NSP) BASIS.

1. LogSSR

Upon award, the HSP shall utilize the LogSSR to submit all reports and documentation related to the husbanding order. LogSSR can be accessed through the NAVSUP One Supply website at <https://www.navsupsupply.com>, redirected through www.navsup.navy.mil/LogSSR or directly at the official website of [https://www.navsup.navy.mil/apps/ops\\$logssr.login](https://www.navsup.navy.mil/apps/ops$logssr.login).

a) LogSSR Access and Input.

- (1) At the start of the contract period of performance, the HSP shall begin to enter the final itemized port cost information for every order under this contract directly into the LogSSR database (Actual Cost Report) and email all corresponding documentation (RTOP, quote, order, final invoices, and supporting documentation required by the contract). External Certification Authority Public Key Infrastructure (ECA PKI) is not required for entry, but no access to the HSP's information is accessible unless obtaining an ECA PKI.

b) LogSSR Functionality.

- (1) This system is designed to gather all reports and documentation related to ALL ordering activity, e.g. a ship's visit, beginning with the RTOP to the Actual Cost Report. All supporting documentation will be submitted by email to navsup_hq_LogSSR@navy.mil in PDF format (Adobe Acrobat) when the port visit information is entered into LogSSR. Although the Initial Cost Estimate is a separate reporting requirement, a copy of this report shall also be submitted as part of the Actual Cost Report documentation described in paragraph (2) below. The Documentation is discussed below.

(2) Actual Cost Report:

- (i) The HSP shall create the Actual Cost Report in the LogSSR website directly, **within seven (7) calendar days from completion of the ship's visit**. The HSP shall also send a copy of the order (i.e. SF 1155), a copy of any quote, a copy of the RTOP, and all HSP and any sub-contractor invoices and supporting documentation required by the contract as PDF files to the LogSSR email address of navsup_hq_LogSSR@navy.mil and to the email address specified at the time of contract award for the AOR concurrent with the creation of the Actual Cost Report in LogSSR. The HSP shall identify the line items as actual or estimated. This option is for those line items where the HSP has not received the actual invoice before the ship leaves port, i.e. telephone bills. The HSP shall include ALL port costs paid by each ship for which the HSP provides husbanding services. Email submissions should be limited to no more than 10 MB per email (multiple emails authorized if needed) and reference the port visit identification number in the subject line (received when a port visit is submitted).
- (ii) Any changes to an Actual Cost Report (i.e. finalize the charges made on an estimated amount) shall be forwarded by e-mail to the email address specified at the time of contract award *for each region* and to navsup_hq_LogSSR@navy.mil email account as PDF file within seven (7) calendar days of the change. The email must contain a summary of the changes. The NAVSUP FLC contracting office will update changes to the LogSSR.

- (iii) The Actual Cost Report and supporting documentation will be visible in the LogSSR website by the government personnel with validation authority. Final reports of an HSP representative can be accessed through the website only by obtaining an ECA PKI that will provide access only to the HSP's submitted information.

NOTE: Before submission of reports or any other data to the NAVSUP FLC Contracting Office via electronic transmission or any other data media, the HSP shall scan all documents with current anti-virus software to ensure computer virus free transmission. The LogSSR server scans all reports for computer viruses before inclusion in the databases. Any reports received containing computer viruses will be immediately deleted and not necessarily returned to the HSP.

NOTES:

- (1) All data obtained by the U.S. Government through the use of LogSSR during the course of the contract is for the U.S. Government's use and shall be treated as "limited rights" as described in DFARS 252.227-7013 and DFARS 252.227-7013 after the contract expires.
- (2) Failure to provide required reports in a timely manner as outlined in the PWS will result in penalties as outlined in the Quality Assurance Surveillance Plan (QASP).
- (3) Each cost for an item shall be separately listed on the invoice and in the Actual Cost Report in LogSSR, even for ELINS with a unit of issue of "LOT" or an estimated value: invoices and Actual Cost Reports shall specify each item provided, in terms of quantity, actual unit of issue, and price.

2. Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the U.S. Government via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

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

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
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
1001AD	Destination	Government	Destination	Government
1001AE	Destination	Government	Destination	Government
1001AF	Destination	Government	Destination	Government
1001AG	Destination	Government	Destination	Government
1001AH	Destination	Government	Destination	Government
1003	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2001AA	Destination	Government	Destination	Government
2001AB	Destination	Government	Destination	Government
2001AC	Destination	Government	Destination	Government
2001AD	Destination	Government	Destination	Government
2001AE	Destination	Government	Destination	Government
2001AF	Destination	Government	Destination	Government
2001AG	Destination	Government	Destination	Government
2001AH	Destination	Government	Destination	Government
2003	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3001AA	Destination	Government	Destination	Government
3001AB	Destination	Government	Destination	Government
3001AC	Destination	Government	Destination	Government
3001AD	Destination	Government	Destination	Government
3001AE	Destination	Government	Destination	Government
3001AF	Destination	Government	Destination	Government
3001AG	Destination	Government	Destination	Government
3001AH	Destination	Government	Destination	Government
3003	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4001AA	Destination	Government	Destination	Government
4001AB	Destination	Government	Destination	Government

4001AC Destination	Government	Destination	Government
4001AD Destination	Government	Destination	Government
4001AE Destination	Government	Destination	Government
4001AF Destination	Government	Destination	Government
4001AG Destination	Government	Destination	Government
4001AH Destination	Government	Destination	Government
4003 N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

NOTE

The delivery or performance information will be provided with each task order

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
0001AB	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
0001AC	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
0001AD	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
0001AE	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
0001AF	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
0001AG	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
0001AH	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
0002	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
0003	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
1001	N/A	N/A	N/A	N/A
1001AA	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	

1001AB	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	
1001AC	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	
1001AD	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	
1001AE	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	
1001AF	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	
1001AG	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	
1001AH	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	
1003	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	
2001	N/A	N/A	N/A	N/A
2001AA	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	
2001AB	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	
2001AC	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	
2001AD	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	
2001AE	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	
2001AF	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	
2001AG	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	
2001AH	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	
2003	POP 01-APR-2018 TO 31-MAR-2019	N/A	N/A FOB: Destination	
3001	N/A	N/A	N/A	N/A

3001AA POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination	
3001AB POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination	
3001AC POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination	
3001AD POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination	
3001AE POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination	
3001AF POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination	
3001AG POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination	
3001AH POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination	
3003 POP 01-APR-2019 TO 31-MAR-2020	N/A	N/A FOB: Destination	
4001 N/A	N/A	N/A	N/A
4001AA POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	
4001AB POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	
4001AC POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	
4001AD POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	
4001AE POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	
4001AF POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	
4001AG POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	
4001AH POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination	

4003	POP 01-APR-2020 TO 31-MAR-2021	N/A	N/A FOB: Destination
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CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

Section G - Contract Administration Data

SECTION G**G-1 INVOICING INSTRUCTIONS.**

- (a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), orders placed under this contract will utilize the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) formerly known as 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 iRAPT. Submission of hard copy DD Form 250, Material Inspection and Receiving Report, to be provided by ship.
- (b) In accordance with the clause of this contract entitled “WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS” (DFARS 252.232-7006) the HSP provider shall designate an electronic business point of contact who shall use the online training system for WAWF at <https://wawftraining.eb.mil/>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed.
- (c) The HSP is responsible designating a GAM who will be responsible for activating the company’s CAGE code in WAWF by following the instructions at the WAWF website. Once the company is activated, the GAM must then self-register under the company’s CAGE code in WAWF and follow the instructions for a GAM. After the company is set-up in 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 agrees to segregate costs incurred under the task orders at the ELIN level of performance, rather than on a total task order basis or SubCLIN basis. Submitted invoices shall be at the subCLIN level, with attachments reflecting costs incurred under that subCLIN at the ELIN level. Supporting documentation in WAWF for invoices shall include evidence of the Ship's Supply Officer's (SUPPOs) acceptance of the services on the ship.

G-2 INSTRUCTIONS TO ORDERING OFFICERS.

Ordering officers shall include the following payment instructions to DFAS in each the task order:

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

G-3 CONTRACT POINTS OF CONTACT.**1. PROCURING CONTRACTING OFFICER (PCO):**

Name: Mr. Greg Finke
 Address: NAVSUP Fleet Logistics Center (FLC) Norfolk
 Contracting Department, Code 230
 1968 Gilbert Street, Suite 600
 Norfolk, VA 23511-3392
 Phone: 757-443-2066
 Email: william.g.finke@navy.mil

2. RESERVED - FLEET LIAISON OFFICER (FLO):

Name:
Address:

Phone:
Email:

3. CONTRACTING OFFICER'S REPRESENTATIVE:

(TBD)

4. ORDERING OFFICERS:

- (a) The contracting officer, contract specialists, purchasing agents, and other duly appointed individuals at the following activity(ies) are designated as Ordering Officers:

NAVSUP FLC Contracting Officers
U.S. Coast Guard (USCG) Contracting Officers

Note, the Military Sealift Command (MSC) funded ships (typically designated as United States Naval Ships (USNS) in their title) are authorized to utilize this contract. Orders for these ships may be placed by MSC Contracting Officers.

Other activities (i.e. U.S. Army, NATO ships, or other foreign vessels participating in U.S. Military or NATO exercises) may be authorized to utilize this contract. If these activities are authorized, orders for these ships will be placed by NAVSUP FLC Ordering Officers or the contractor will be notified of the addition of an authorized ordering activity by contract modification to section G "Authorized Ordering Officers", which will specifically identify the authorized ordering activity.

U.S. Air Force (USAF), U.S. Army (USA), and any other activity of the U.S. Department of Defense (DoD) shall require specific authorization from the contracting officer to use this contract. All agency users and Navy activities must nominate qualified Contracting Officer's Representative(s) (CORs) to the responsible NAVSUP FLC Contracting Officer for COR appointment. The pricing and task order award procedures contained in this contract are also authorized for use by foreign vessels visiting ports in the region on official invitation by the U.S. Government, provided that the usage by the foreign vessel is coordinated through the respective Navy COCOM, Fleet.

- (b) The Ordering Officers are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

G-4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS).

- (a) General. The Government will monitor and evaluate the Contractor's performance under this contract. The information gathered will be formalized as a Contractor Performance Assessment Report (CPAR) and entered into the Government automated information system, Contractor Performance Assessment Reporting System (CPARS) in accordance with FAR 42.15 and Navy's CPARS Guide*. All information contained in CPARS 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 periodically in accordance with the following evaluation cycles:

- (1) Initial Report - Required after the first 180 days of performance under the new contract, and may include up to the first 365 days of performance.
- (2) Intermediate Report - Required every 12 months after the initial report throughout the entire period of performance of the contract.
- (3) Final Report - Required upon contract completion.

Note: Out-of-Cycle Report may be prepared when there is a significant change in performance that alters the assessment in one or more evaluation area(s).

- (b) Notification. Upon completion of each CPAR, the Contractor will be notified of the Government's evaluation of its performance and of the entry into the CPARS. The Contractor will be allowed thirty (30) days to respond in writing to the Government's assessment of its performance. Any Contractor responses will also form part of the CPARS.
- (c) Information. Information contained in the CPAR may include, but not be limited to, quality of Contractor's products or services (conformance to contract requirements, specifications and standards of good workmanship); Contractor's schedule (timeliness and adherence to the completion of the contract, task orders, delivery schedules, and administrative aspects of contract performance); and Contractor's business relations and management (integration and coordination of all activity needs to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, Contractor's history of reasonable and cooperative behavior, and commitment to customer satisfaction).
- (d) Release of Data. CPARS information is considered business sensitive and will not be released except; (1) to other Federal procurement activities which request it; (2) when the Government must release pursuant to a Freedom of Information Act (FOIA) request; or (3) when prior written consent is requested and obtained from the Contractor.

The guidebook for CPARS is electronically accessible at the following address:

<https://www.cpars.gov/>

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving JUN 2012
Reports

CLAUSES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

***To be provided on individual task orders.**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

***To be provided on individual task orders.**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
--------------------	----------------------------

Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

***Data will be provided by individual task orders.**

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

***To be provided on individual task orders.**

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

To Be Determined

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H-1 RESERVED

H-2 ORDERING PROCEDURES

A. GENERAL.

One or more task orders may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Ordering Officer within the scope of this contract. It is understood and agreed that the Government has no obligation to issue any orders except the guaranteed minimum order (CLIN X00X). In the event of any inconsistency between any Order and the contract, the contract shall control. All task orders incorporate all terms of the contract unless otherwise specified in the awarded task order.

B. PROCEDURES FOR PLACING ORDERS UNDER MULTIPLE AWARD CONTRACTS.

This is a multiple award contract administered in accordance with FAR 16.505. Each contractor will receive a fair opportunity for award of task orders exceeding \$3,000 unless one of the exceptions at FAR 16.505(b)(2) is used. An RTOP will usually be provided to each contractor before awarding a Task Order. For Task Orders below the Simplified Acquisition Threshold; however, an RTOP may not be issued, and the Task Order may be awarded based upon available information (e.g., the contractor's schedule prices) (see FAR 16.505(b)(1)(ii)). In most instances the RTOP process will be used even for orders below the Simplified Acquisition Threshold. The RTOP process will be used to provide fair opportunity for Task Orders in excess of the Simplified Acquisition Threshold.

RTOPs will usually be sent via electronic mail, or other media appropriate for the RTOP, such as facsimile. The RTOP will identify by ELIN the supplies and services the Government requires for an upcoming Task Order. The RTOP may include both items under ELINs that are firm-fixed-priced in the contract, and items under "Other Items" ELINs that are included within the scope of the contract, but do not have firm-fixed-prices established in the contract. When responding to an RTOP, contractors may 1) propose prices for priced ELIN items that are lower, but not higher, than the prices established in the contract; and 2) propose any fair and reasonable price for items that fall under the "Other Items" ELINs that are not firm-fixed-priced in the contract. Firm-fixed-prices for all items will be set at the Task Order level.

The contractor's response to an RTOP will constitute an "offer" as this term is defined in FAR 2.101 ("Offer means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract"). By submitting an offer, the contractor grants the Government the right to accept the offer and form a binding obligation on the contractor to perform the Task Order at the prices set forth in the offer. Task orders will be awarded in accordance with FAR 16.505(b)(1). The Government will award Task Orders in most cases with little or no discussions. The Government may accept any item or group of items of an offer, unless the contractor qualifies the offer by specific limitations. The Government reserves the right to make a task order award for any item for a quantity less than the quantity offered, at the unit prices offered, unless the contractor specifies otherwise in the offer.

Contractors are cautioned against failing to offer pricing on all items solicited in the RTOP, or offering substitute items, as this may result in rejection of the offer for not meeting the government's requirements. If the offeror submits substitute items, it shall explain how the substitute items will save the Government money or are a better value over the items specified in the RTOP. In the case of items in the RTOP covered by priced ELINs, the Government shall not be obligated to pay more for the substitute items offered than the contract prices for the items specified in the RTOP.

Contractors are not required to submit an offer in response to an RTOP; however, the Government has the right to issue a Task Order to a contractor, which may include ELIN items that are both priced and unpriced in the contract, and the contractor is obligated to perform the Task Order, regardless of whether the Government issued an RTOP for the Task Order, or the contractor submitted an offer in response to an RTOP for the Task Order. The contractor is required to perform the Task Order, even if the parties fail to agree on an overall price for the Task Order prior to the performance date. In this case, the matter will be resolved in accordance with the Disputes Clause, 52.233-1.

C. MODIFICATION OF ORDERS.

Task orders may only be modified by the Ordering Officer. Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within ten (10) working days from the time of the oral communication modifying the order.

D. CANCELLATION OF ORDERS.

Unless otherwise provided herein, in the event an order is cancelled at least 48 hours prior to the required delivery for port visits taking place pierside, and 72 hours prior to the required delivery for port visits taking place at anchorage, the U.S. Government will not be liable for any charges. For any cancelled order in which the Government does not provide notice of the cancellation in accordance with these terms, the ordering activity shall be responsible for any termination costs in accordance with FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed-Price)". Any disagreements shall be subject to the disputes clause in the contract. In all cases, the contractor is responsible for taking all necessary steps to mitigate any damages/termination costs on behalf of the U.S. Government.

E. SHORT NOTICE ORDERS.

The HSP shall perform all orders that are issued at least 48 hours prior to the required delivery for port visits taking place pierside and at least 72 hours prior to the required delivery for port visits taking place at anchorage. If orders are issued less than 48 hours or 72 hours prior to the required delivery time, the HSP shall use its best efforts to provide the required supplies and services in accordance with the order's delivery schedule but shall promptly inform the government if it will not be able to meet the delivery schedule.

F. RESERVED.

H-3 ADDITION OF CONTRACTORS DURING THE LIFE OF THE IDIQ CONTRACT (ON-RAMP PROVISION).

To maximize the anticipated cost, management and technical benefits derived from competitive task orders issued under this Multiple Award, Indefinite Delivery/Indefinite Quantity (IDIQ) contract, the Government intends to add additional prime contractors over the life of this contract in order to sustain a competitive environment at the task order level.

Specifically, in accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with offerors. Provided there are sufficient initial offers to support competition, the Government intends to immediately issue task order RTOPs to those offerors awarded contracts without discussions. These initial contracts will have a one-year base ordering period and will include option provisions for an additional four-year ordering period.

Should the Contracting Officer determine it to be in the Government's best interest to add additional prime contractors beyond those awarded contracts without discussions; the Government reserves the right to draw a competitive range among the remaining unsuccessful offerors and conduct discussions for the purposes of making additional awards. Prime contracts resulting from discussions will have a base ordering period that runs concurrent with the balance of the base ordering period of the initial contracts and include option provisions for an optional

four-year ordering period of the initial contracts. Prime contract holders awarded contracts resulting from discussions will be included only in those task order RTOPs issued on or after the date of their award.

In addition, the Government anticipates issuing an “on-ramp” solicitation for additional contract holders during the life of the contract(s). The solicitation will be preceded by a “sources sought” synopsis through the Governmentwide point of entry (GPE) to help the Contracting Officer determine if potential additional prime contractor sources exist. It is anticipated the contracts resulting from the on-ramp solicitation will have a one-year base ordering period (concurrent with the option ordering period under the initial contracts) and will include option provisions until the expiration of the additional four-year ordering period under the initial contracts. The Government reserves the right to exclude contract holders from continued participation should they fail to adequately perform any aspects of their subsequent contract or fail to actively participate in the task order competitions.

H-4 RESERVED.

Section I - Contract Clauses

WAGE DETERMINATIONS

DEPARTMENT OF LABOR (DOL) DETERMINATION OF MINIMUM WAGE AND FRINGE BENEFITS

The following U.S. Department of Labor Wage Determinations are hereby incorporated in this solicitation and the resultant contract. Compliance is mandatory. To ensure uniformity of wage determination rates for each location and labor category, Offerors shall use DOL's determination rates current revisions.

The following are Wage Determinations are the most current to this date. It is the contractor's responsibility to make sure they use the most recent revision listed at the DOL site listed below.

Wage Determinations:

Wage Determination No.: 2005-2009 Revision No.: 20 Date Of Revision: 07/08/2015 State: Alabama Area: Alabama Counties of Baldwin, Choctaw, Clarke, Conecuh, Covington, Escambia, Mobile, Monroe, Washington
Wage Determination No.: 2005-2111 Revision No.: 17 Date Of Revision: 07/08/2015 State: Florida Area: Florida Counties of Broward, Glades, Hendry, Martin, Okeechobee, Palm Beach, St Lucie
Wage Determination No.: 2005-2113 Revision No.: 17 Date Of Revision: 07/08/2015 State: Florida Area: Florida Counties of Alachua, Bradford, Citrus, Dixie, Gilchrist, Lake, Levy, Marion, Sumter, Union
Wage Determination No.: 2005-2115 Revision No.: 16 Date Of Revision: 07/08/2015 States: Florida, Georgia Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce
Wage Determination No.: 2005-2117 Revision No.: 17 Date Of Revision: 07/08/2015 State: Florida Area: Florida Counties of Brevard, Indian River
Wage Determination No.: 2005-2119 Revision No.: 17 Date Of Revision: 07/08/2015 State: Florida Area: Florida Counties of Collier, Dade, Monroe

<p>Wage Determination No.: 2005-2123 Revision No.: 17 Date Of Revision: 07/08/2015 State: Florida Area: Florida Counties of Orange, Osceola, Seminole</p>
<p>Wage Determination No.: 2005-3033 Revision No.: 16 Date Of Revision: 07/08/2015 State: Florida Area: Florida Counties of Escambia, Okaloosa, Santa Rosa</p>
<p>Wage Determination No.: 2005-2141 Revision No.: 17 Date Of Revision: 07/08/2015 States: Georgia, South Carolina Area: Georgia Counties of Appling, Bacon, Bryan, Bulloch, Candler, Chatham, Effingham, Evans, Jeff Davis, Liberty, Long, McIntosh, Screven, Tattnall, Toombs, Wayne South Carolina Counties of Hampton, Jasper</p>
<p>Wage Determination No.: 2005-2167 Revision No.: 16 Date Of Revision: 07/08/2015 State: Illinois Area: Illinois Counties of Cook, De Kalb, Du Page, Kane, Lake, Lee, McHenry</p>
<p>Wage Determination No.: 2005-2233 Revision No.: 19 Date Of Revision: 07/08/2015 State: Louisiana Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington</p>
<p>Wage Determination No.: 2005-2241 Revision No.: 17 Date Of Revision: 07/08/2015 State: Maine Area: Maine Statewide</p>
<p>Wage Determination No.: 2005-2255 Revision No.: 18 Date Of Revision: 07/08/2015 Applicable in the state of Massachusetts in the areas listed below: BRISTOL COUNTY: Mansfield, Norton, Rayham ESSEX COUNTY: Lynn, Lynnfield, Nahant, Saugus MIDDLESEX COUNTY: Entire County NORFOLK COUNTY: Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham PLYMOUTH COUNTY: Carver, Duxbury, Hanover, Hanson, Hingham, Hull, Kingston, Lakeville, Marshfield, Middleborough, Norwell, Pembroke, Plymouth, Plympton, Rockland, Scituate</p>

<p>SUFFOLK COUNTY: Entire County WORCESTER COUNTY: Berlin, Bolton, Harvard, Hopedale, Lancaster, Mendon, Milford, Southborough, Upton</p>
<p>Wage Determination No.: 2005-2275 Revision No.: 16 Date Of Revision: 07/08/2015 State: Michigan Area: Michigan Counties of Bay, Clare, Clinton, Gladwin, Gratiot, Huron, Isabella, Lake, Mason, Mecosta, Midland, Montcalm, Newaygo, Oceana, Osceola, Saginaw, Sanilac, Shiawassee, Tuscola</p>
<p>Wage Determination No.: 2005-2301 Revision No.: 16 Date Of Revision: 07/08/2015 State: Mississippi Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone</p>
<p>Wage Determination No.: 2005-2339 Revision No.: 18 Date Of Revision: 07/08/2015 This wage determination applies to the entire state of NEW HAMPSHIRE Excluding the cities and towns in ROCKINGHAM county listed below: ROCKINGHAM County: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham</p>
<p>Wage Determination No.: 2005-2351 Revision No.: 15 Date Of Revision: 07/08/2015 State: New Jersey Area: New Jersey Counties of Monmouth, Ocean</p>
<p>Wage Determination No.: 2005-2367 Revision No.: 16 Date Of Revision: 07/08/2015 State: New York Area: New York Counties of Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington</p>
<p>Wage Determination No.: 2005-2371 Revision No.: 18 Date Of Revision: 07/08/2015 State: New York Area: New York Counties of Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming</p>
<p>Wage Determination No.: 2005-2375 Revision No.: 16 Date Of Revision: 07/08/2015 State: New York Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, Westchester</p>
<p>Wage Determination No.: 2005-2393 Revision No.: 17 Date Of Revision: 07/08/2015</p>

<p>States: North Carolina, South Carolina Area: North Carolina Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson South Carolina Counties of Dillon, Horry, Marion, Marlboro</p>
<p>Wage Determination No.: 2005-2449 Revision No.: 16 Date Of Revision: 07/08/2015 States: New Jersey, Pennsylvania Area: New Jersey Counties of Burlington, Camden, Gloucester Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia</p>
<p>Wage Determination No.: 2005-2415 Revision No.: 15 Date Of Revision: 07/08/2015 State: Ohio Area: Ohio Counties of Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne</p>
<p>Wage Determination No.: 2005-2467 Revision No.: 16 Date Of Revision: 07/08/2015 This wage determination applies to the entire state of RHODE ISLAND Excluding the cities and towns in PROVIDENCE county listed below: PROVIDENCE County: Burrillville, Central Falls, Cumberland, Lincoln, North Smithfield, Pawtucket, Smithfield, and Woonsocket</p>
<p>Wage Determination No.: 2005-2473 Revision No.: 18 Date Of Revision: 07/08/2015 State: South Carolina Area: South Carolina Counties of Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Williamsburg</p>
<p>Wage Determination No.: 2005-2515 Revision No.: 18 Date Of Revision: 07/08/2015 State: Texas Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton</p>
<p>Wage Determination No.: 2005-2543 Revision No.: 18 Date Of Revision: 07/08/2015 States: North Carolina, Virginia Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York</p>
<p>Wage Determination No.: 2005-2575 Revision No.: 16</p>

Date Of Revision: 07/08/2015 State: Wisconsin Area: Wisconsin Counties of Brown, Calumet, Door, Florence, Fond Du Lac, Forest, Green Lake, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon, Marinette, Marquette, Menominee, Oconto, Oneida, Outagamie, Portage, Shawano, Sheboygan, Vilas, Waupaca, Waushara, Winnebago
Wage Determination No.: 2005-2581 Revision No.: 16 Date Of Revision: 07/08/2015 State: Wisconsin Area: Wisconsin Counties of Milwaukee, Ozaukee, Racine, Walworth, Washington, Waukesha

Wage Determinations are available online at: <http://www.wdol.gov/>.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013

52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
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
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.244-6	Subcontracts for Commercial Items	OCT 2015
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
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	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008 (Dev)	Compliance with Safeguarding Covered Defense Information Controls	OCT 2015
252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7008	Only One Offer	OCT 2013
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
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	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7001	Alt II Warranty Of Data (Mar 2014) - Alternate II	MAR 2014

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52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$3,000,000.00**;

(2) Any order for a combination of items in excess of **\$4,000,000.00**; or

(3) A series of orders from the same ordering office within **ONE (1)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.”

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **ONE (1)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **at least ONE (1) day prior to contract expiration.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **ONE (1)** day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **SIXTY-SIX (66)** months.

(End of clause)

52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than \$1,000,000 for each person and \$1,000,000 for each occurrence, and (2) property damage of not less than \$1,000,000 for each accident and \$1,000,000 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **CONTRACT START DATE** through **CONTRACT EXPIRATION DATE**.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Mr. Greg Finke
Address: NAVSUP Fleet Logistics Center (FLC) Norfolk
Contracting Department, Code 230
1968 Gilbert Street, Suite 600
Norfolk, VA 23511-3392
Phone: 757-443-2066
Email: william.g.finke@navy.mil

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF EXHIBITS AND ATTACHMEN

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LIST OF ATTACHMENTS

<u>ATTACHMENTS</u>	<u>TITLE</u>
J-1	Quality Assurance Surveillance Plan (QASP)
J-2	Ship Classification
J-3	Port Visits – Historical Data
J-4	Port Visits – Projected Data
J-5	Contract Administration Plan (CAP)
J-6	Request for Sanitary Inspection
J-7	Standardized Logistics Request for a DDG – Pierside
J-8	Standardized Logistics Request for a Submarine – Pierside

<u>EXHIBITS</u>	<u>TITLE</u>
AA	Exhibit Line Item Numbers (ELINs) for CLINs 0001, 1001, 2001, 3001, & 4001

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.203-7996 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (Deviation 2016-O0003)	OCT 2015
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

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52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

**52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--
REPRESENTATION (NOV 2015)**

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

- (1) It [___] is, [___] is not an inverted domestic corporation; and
- (2) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

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

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

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

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

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) Definitions. As used in this provision--

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) 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.

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [____] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(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) Representations. (1) The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It (____) is, (____) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: --- ____ ----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It (____) is, (____) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that

are participating in the joint venture: ----- -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

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

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic 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 statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic 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)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

To be considered for award, offerors need to submit the following information:

- 1) a signed proposal by the solicitation closing date that:
 - a) shows the offeror is not taking exception to any solicitation term;
 - b) includes Section K Certifications and Representations; and
 - c) includes unit prices and total prices for all ELINs and SubCLINs items for which the Navy is soliciting a price (Exhibit AA – Exhibit Line Item Numbers (ELINs) Pricing Spreadsheet); and
 - d) includes a Subcontracting Plan in accordance with FAR 19.704(a). Subcontracting Plan is ONLY REQUIRED OF LARGE BUSINESSES OR SMALL BUSINESSES THAT QUALIFY AS A LARGE BUSINESS UNDER NAICS CODE 488310 (\$38.5 M)(no page limit).
- 2) Offerors shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the amendment with their proposal, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer.
- 3) The priced ELIN Spreadsheet. Please note that the Exhibit includes a spreadsheet that will calculate the totals for the region: it will be automatically populated once spreadsheet is filled in with prices and shall not be changed by the offerors. The Spreadsheet should be priced for each year.

Additional Pricing Information:

- (i) Cost or Pricing Data: The Contracting Officer has determined that certified cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-1(b) and 15-403-3(a), information other than cost or pricing data may be required subsequent to initial proposal submission, to determine if proposed prices are reasonable. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data. Offerors shall submit price proposals in accordance with the instructions provided herein. Incomplete price proposals may result in a determination of offeror non-responsiveness to solicitation instructions, and consequent removal of the offeror from the competition.
- (ii) The offeror shall provide firm fixed unit prices for the Government estimated quantities of services for the ordering and performance periods specified in Exhibit AA – ELINs Pricing Spreadsheet. The base year period of performance consists of 1 year; option period one of performance consists of 1 year, option period two of performance consists of 1 year; option period three of performance consists of 1 year; and, option period four of performance consists of 1 year. Offerors are permitted to propose different prices for each of the 5 years. The prices must be in US Dollars. The offeror agrees to hold these prices firm for **180** calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.
- (iii) It is noted that this contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract and as such the exact quantities and location of the items to be ordered are not known in advance. It is anticipated that some combination of the identified ELINs will be ordered but clearly not every ELIN will be ordered every time.
- (iv) All prices contained in Exhibit AA – ELINs Pricing Spreadsheet shall reflect the total maximum compensation for the services detailed therein. The price must be fully inclusive of

all costs including labor (workers, management, aids, assistants, and operators), overhead, and general and administrative (G&A) expenses, and profit. Overhead and G&A expenses include, but are not limited to: expenses for telephone, facsimile, e-mail and postage, clerical support and administrative support, transportation of equipment, incidental charges for the use of cranes and forklifts, overtime and holiday charges, insurance, and standby charges.

- (v) All required price information shall be submitted in Section B - Supplies or Services and Prices and in Exhibit AA – ELINs Pricing Spreadsheet. Any discrepancy between the sum of the total extended item prices on the exhibit and the associated prices on the Contract Schedule B subCLIN prices will be corrected using the ELIN proposed prices and the Schedule B evaluated subCLIN prices will be adjusted accordingly by the Government to match the supporting Pricing Schedule prices as proposed by the offeror in the Exhibit.
- (vi) Estimated (EST) “Other Items”: Section B – Supplies or Services includes various ELINs with pre-determined estimated amounts. These amounts represent estimates for common evaluation purposes. The Pricing Schedule Exhibit do not provide a means for bidding different amounts for these EST “other items”. This is to allow offerors to be evaluated under the same assumptions and to give them the estimated dollar value of the total items that may be ordered under that ELIN. When an RTOP includes items under an “other item” ELIN, offerors are able to propose any reasonable amount for the items being solicited that fall under the “other items” category.
- (vii) Fixed unit prices shall be entered into Exhibit AA – ELINs Pricing Spreadsheet. Extended line item prices are computed by the spreadsheet. This sheet is provided to offerors in a Microsoft Office Excel format. Offerors **shall not otherwise** modify the format and contents of the spreadsheet, except that column(s) may be widened. The offeror is cautioned that modification of any other spreadsheet contents may result in a determination of offeror non-responsiveness to solicitation instructions, and consequent removal of the offeror from the competition.
- (viii) Offerors shall immediately notify the Contracting Officer of any perceived discrepancies in Exhibit AA, e.g. services or supplies identified, incorrectly sized vessels or vehicles, etc. Any exception taken to line item descriptions, quantities, or units shall be submitted in writing to the Contracting Officer prior to the date of solicitation closing.
- (ix) Refer to Section B, Schedule Notes for additional information.

OFFERORS SHOULD NOT SUBMIT ANY ADDITIONAL INFORMATION WITH THEIR PROPOSAL.

After the solicitation closing date, the contracting officer may require an offeror to promptly submit information to demonstrate the offeror is responsible. (See Section M).

Small Business Subcontracting Plan (For other-than-Small Businesses Only). Each Offeror that is not a small business shall provide a Small Business Subcontracting Plan that contains all elements required by FAR 52.219-9, as supplemented by DFARS 252.219-7003 by **the closing date and time of this solicitation**. This plan will not be evaluated as part of the formal source selection process. The Small Business Subcontracting Plan must be determined to be acceptable by the Contracting Officer in order for the offeror to be eligible for contract award in accordance with FAR 19.702(a)(1). If the apparently successful offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the offeror will be ineligible for award. If the Contracting Officer accepts your Small Business Subcontracting Plan, it will become part of the contract. Offerors are permitted to submit a master subcontracting plan, as long as it is created in accordance with FAR 19.701 and FAR 19.704(b). Small Business Subcontracting Plans are not required from offerors that qualify as Small Business concerns under **NAICS Code 488310** with a **Size Standard of \$38.5 M.**

It is the goal of this solicitation that prime contractors subcontract with small businesses to the maximum extent practicable. For other-than-small prime contractors, the Small Business Subcontracting Plan goals shall be expressed in terms of whole dollars and percentages based on total planned subcontracting dollars. Of the total planned subcontracting dollars, the Small Business Subcontracting Plan shall include goals for Small Businesses, Small Disadvantaged Businesses, Woman-Owned Small Businesses, HubZone Small Businesses, Veteran Owned Small Businesses and Service-Disabled Veteran-Owned Small Business. The Government will consider prior achievement of small business subcontracting plan goals as well as the proposed dollar values and percentages related to this solicitation.

Submission:

At the time of the solicitation closing date, offerors may electronically submit their offers/proposals (in English) to kate.petti@navy.mil, the sole designated e-mail address and inbox for receipt of e-mail submissions. No other electronic means of submission, used in whole or in combination with email, is permitted. Offerors may phone Ms. Kate Petti at 757-443-1618 to confirm receipt at this e-mail address.

Written proposals may be submitted via courier services only if agreed upon at least a week before the closing date with Ms. Kate Petti. Offerors shall submit proposals to the following addresses:

(A) If sent Other than US Postal Service:

Fleet Logistics Center Norfolk
Mail and Material Processing Center Code 200
Attn: Kate Petti, Code 230
9550 Decatur Avenue
Norfolk, VA 23511-3328

(B) If sent using US Postal Services:

Fleet Logistics Center Norfolk
Contracting Department
Attn: Kate Petti, Code 230
1968 Gilbert Street, Suite 600
Norfolk, VA 23511-3392

If a written proposal is submitted via courier services, the offer/proposal shall be accompanied by an electronic copy on a Compact Disc, compatible with the Microsoft Office 2010 suite of products, preferably Adobe Acrobat PDF, except for the Exhibit AA – ELINs Pricing Spreadsheet, which must be included in a proposal as an MS Excel file. The electronic copy shall exactly match print versions of the submitted documents. In the event of discrepancies between the two, printed documents take precedence. The electronic copy shall include a printed inventory that identifies all the file contents and their electronic formats shall be labeled with the company's name, RFP number, submission date, and the words "Source Selection Sensitive".

E-mail proposals shall be in either Adobe or Microsoft Word format, with the exception of the Exhibit AA – ELINs Pricing Spreadsheet, which must be included in a proposal as an MS Excel file. Offerors are advised that the Government may be unable to receive other types of electronic files (e.g., .zip files) or files in excess of 10 megabytes. To be timely, an e-mail proposal must be received in its entirety in the designated e-mail inbox by the due date and time for proposal submission. An e-mail proposal that resides on a Government server, but has not appeared in the designated e-mail inbox by the due date and time for proposal submission will be considered late unless the exception at FAR 52.215-1(c)(3)(ii)(A)(1) applies. The exception at FAR 52.215-1(c)(3)(ii)(A)(2) shall not apply to e-mail proposals.

If a Final Proposal Revision is submitted using multiple e-mails, please sequence e-mail subject line so that the Government can easily determine whether all e-mails have been received (e.g. 1 of 5, 2 of 5, etc.).

Additional Solicitation Information:(1) Amendments to solicitations

If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

(2) Request(s) for Information

Offerors SHALL ONLY SUBMIT E-MAIL questions regarding this solicitation to Ms. Kate Petti at kate.petti@navy.mil by 11 January 2016, 2:00pm Norfolk, VA Local Time. Other methods of submitting questions are not authorized.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995

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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single or multiple, Indefinite-Delivery, Indefinite-Quantity contract(s) resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Name: Mr. Greg Finke
 Address: NAVSUP Fleet Logistics Center (FLC) Norfolk
 Contracting Department, Code 230
 1968 Gilbert Street, Suite 600
 Norfolk, VA 23511-3392
 Phone: 757-443-2066
 Email: william.g.finke@navy.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

Section M - Evaluation Factors for Award

SECTION M

This is a multiple award, low price technically acceptable ("LPTA") source selection. The Government intends to award on initial offers but reserves the right to conduct discussions.

The Government has complete discretion to determine the number of awards for this region with evaluated price being the deciding factor when comparing technically acceptable offerors for this particular region. For example, if there are four technically acceptable offers and the Government decides to make three awards, the technically acceptable offeror with the fourth highest evaluated price would not receive an award.

To be determined technically acceptable, an offeror must submit a proposal that meets the acceptability requirements of this RFP. The contracting officer will use the following rating table to make an acceptability determination:

Rating	Description
Acceptable	Proposal: 1) does not take exception to any term of Solicitation; 2) includes Section B pricing; and, 3) includes a completed ELIN pricing spreadsheet.
Unacceptable	The proposal is considered unacceptable if any or all of the following are found: 1) the Proposal takes exception to a Solicitation term(s); 2) the Proposal does not include the Section B pricing; and, 3) the Proposal does not include a completed ELIN pricing spreadsheet.

PRICING

- A) The offeror's price proposal will be evaluated for price reasonableness in accordance with FAR 15.404-1(b).
- B) Price will be evaluated by totaling the prices for all ELINs and subCLINs, including options, for which the Government has requested the offeror provide a price.
- C) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror(s) within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- D) While the purpose of this contract is to secure support services for supplies and services within the region at firm fixed unit prices, it is not certain which specific supplies and services will be ordered during the term of this contract. Subsequent competitive delivery/task orders will be awarded individually when specific requirements are identified, at which time the offeror may propose unit prices equal to or less than the unit prices awarded under the IDIQ contract resulting from this solicitation.

RESPONSIBILITY DETERMINATION

After rating offerors and completing the price analysis, the contracting officer will determine whether the low price, technically acceptable offerors are responsible. Awards will only be made to offerors that satisfy the general responsibility standards of FAR 9.104-1.

The contracting officer may either make a responsibility determination without requesting any information from an offeror or require the offeror provide information to substantiate that it satisfies the general responsibility standards of FAR 9.104-1. The particular information requested from an offeror will be specific to that offeror. For example, an offeror that the contracting officer is less familiar with may be required to provide information not required from another offeror. The contracting officer may consider an offeror's inability to promptly respond to a request for information as an indication the offeror is nonresponsible since FAR 9.103(c) obligates prospective contractors to affirmatively demonstrate their responsibility.

When the contracting officer requests responsibility information, the contracting officer's request, the offeror's response, and all related communications between the Government and offeror are solely for the purpose of determining whether the offeror is responsible. These communications will not constitute discussions within the meaning of FAR 15.306 since the offeror will not be given an opportunity to revise its proposal.

While the contracting officer may require the offeror to provide any information related to the standards at FAR 9.104-1, the following are examples of information that may be required:

1. A demonstration, through information such as bank references and financial information (e.g., most current annual balance sheet), that the offeror has adequate financial resources to perform the contract.
2. A demonstration the offeror's price is not so low as to call into question the offeror's capability to successfully perform the contract.
3. Past performance information on recent contracts for items similar to this requirement, including a point of contact for the Government activity or commercial entity customer.
4. A demonstration the offeror can comply with the required performance schedule, including a transition plan.
5. A demonstration the offeror has, or can obtain, the organizational, management and technical skills to successfully perform. This demonstration may involve the particular personnel and approaches available to the offeror.
6. The offeror's quality assurance procedures.
7. The equipment and facilities the contractor will use.
8. Information demonstrating that a proposed subcontractor satisfies the FAR 9.104-1 general standards of responsibility.
9. Completion of the Section K Certifications and Representations contained in this solicitation.
10. A demonstration the offeror isn't an inverted domestic corporation.
11. Certificate of registration of the company.
12. A demonstration the offeror has all registrations, permits and licenses required to perform the contract in the locations for which the offeror is proposing.
13. In the event the offeror is a joint venture, a Memorandum of Association which indicates who has the authority to bind the company

Nothing in this provision limits the contracting officer's discretion to rely on information available from other sources (e.g., past performance data bases, discussions with other entities familiar with the offeror) or to use any other technique described FAR 9.1 when determining whether the offeror satisfies the FAR 9.104-1 general responsibility standards.

Small Business Subcontracting Plan (**For other-than-Small Businesses Only**). This is NOT an evaluation factor. The Small Business Subcontracting Plan requirement is mandatory for award to a large business. The Large Business Offerors' Small Business Subcontracting Plans shall be reviewed in accordance with FAR 52.219-9, "Small Business Subcontracting Plan". The plan will be reviewed for acceptability. The apparently successful Offeror(s) shall negotiate an acceptable Subcontracting Plan with the Contracting

Officer prior to award. Failure to negotiate an acceptable Subcontracting Plan will make the Offeror ineligible for award. The plan will be incorporated into any resultant contract.

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)