

COMMANDER, NAVY REGION HAWAII (CNRH)

PORT OPERATIONS SUPPORT

PERFORMANCE WORK STATEMENT REV1

PART 1- GENERAL INFORMATION

1.1 Introduction

This is a non-personal services contract to provide Port Operations Support to the U.S. Navy fleet, and other Department of Defense activities at Joint Base Pearl Harbor-Hickam (JBPHH), Hawaii. The Government will not exercise any supervision or control over the contractor employees performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2 Description of Services

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Port Operations Support as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property, equipment and services. The contractor shall perform to the standards in this contract.

1.3 Background

Commander, Navy Region Hawaii (CNRH) Port Services provides Shore Installation Management support to Navy Forces Afloat in Navy Ports by operating ports, providing services and a safe haven for visiting and homeported Navy ships and submarines. Commander, Navy Region Hawaii (CNRH) is located at Joint Base Pearl Harbor-Hickam (JBPHH), on the island of Oahu. The CNRH mission is to provide, maintain, and improve shore infrastructure, service support, and training to enable Fleet Operations of Naval Forces. The support includes port services for surface ships and submarines homeported at JBPHH. Navy Region Hawaii oversees the U.S. Navy’s largest and most strategic island base in the Pacific. The Navy region extends over 23,000 acres of land and water on Oahu and Kauai and serves as the host for the headquarters of seven major Navy commands, including the Commander, U.S. Pacific Fleet. CNRH at Joint Base Pearl Harbor-Hickam provides services similar to those of a large port city. It is one of the Navy's busiest ports. Tour boats manned by Navy personnel transport more than 2 million visitors to the USS ARIZONA memorial annually.

1.4 Objective

The objective of this contract is to ensure that the Government has the numbers and types of vessels and crews available when required to meet the Government’s operational commitments as scheduled in the Port Operations Management System (POMS). This PWS describes the performance requirements and quantifiable deliverables to be performed in support of CNRH Port Operations Services.

1.5 Scope

CNRH seeks a qualified Contractor to provide port operations and logistics support necessary to ensure that the Government meets all port operational commitments. The Contractor shall be responsible for the operation of various sailing vessels and maintenance of support equipment. Services shall be provided on a “turn-key” basis with the Contractor providing all necessary management expertise, personnel, supplies, tools, equipment, and vehicles (unless specified in this contract as Government furnished equipment). The Contractor shall plan, schedule, coordinate and assure effective completion of all services described in this PWS. The nature of the work ranges from booming, line handling, dockmaster pier setting for Military Sealift Command (MSC) and commercial ship arrivals and departures, property management, oil spill response, and movement of waterborne assets within the port. The principal labor categories required in the performance of this contract are primarily qualified boat crews, line handlers, equipment repair personnel, oil spill response personnel and administrative support personnel.

1.6 Period of Performance

The period of performance shall be as follows:

<i>Ninety (90) Day Phase-In</i>	<i>1 Jul 2016 – 30 Sep 2016</i>
Base Year	1 Oct 2016 – 30 Sep 2017
Option Year I	1 Oct 2017 – 30 Sep 2018
Option Year II	1 Oct 2018 – 30 Sep 2019
Option Year III	1 Oct 2019 – 30 Sep 2020

1.7 General Information

1.7.1 Recognized Holidays: Government offices will observe the following holidays. If the legal public holiday falls on a Sunday, the holiday is observed on the following Monday.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.7.2 Hours of Operation:

- a. Normal Government business hours are 0700 through 1600 (Hawaii Standard Time), Monday through Friday, except on Federal holidays. The Contractor's key personnel and administrative support personnel shall be available onsite during normal Government business hours.
- b. Normal port hours are 0600 to 1800 (Hawaii Standard Time), Monday through Friday, with limited operations on Federal holidays. The Contractor shall maintain an adequate workforce for the uninterrupted performance of all operational tasks defined within this PWS during normal port hours.
- c. Non-Standard Hours of Operation: Each service and/or vessel defined herein can have a uniquely flexible schedule which the Contractor shall accommodate. The Contractor shall be required to perform tasks outside of the normal port hours of operation. Duty Section personnel shall be required to perform tasks IAW paragraph 2.5 below. Beyond the Duty Section responsibilities, the Contractor shall expect an estimated additional 500 hours per year of overtime (to include contingency services) for any combination of the following labor categories: General Licensed and/or Key personnel, General Unlicensed and/or non-key personnel, Comp Water services personnel, and Maintenance Diving personnel. Overtime shall be used to perform scheduled or non-scheduled operations and repairs outside of normal port hours, as authorized by the COR. Prior to performing any overtime, the contractor shall submit hours required to accomplish overtime for each labor category for COR approval. Refer to Operations Schedule below to view contractor responsibilities that shall be performed during normal port, and outside of normal port, hours of operation.

OPERATIONS SCHEDULE

Workboat and Trash Removal Services 7 days per week
Oil Spill Response 7 days per week, 24 hours per day, Monday – Sunday (to include holidays)
Duty Section Outside of Normal Hours of operation, 7 days per week (to include holidays)
Line Handling Services 7 days per week
Barrier Boats (2 boats) 7 days per week, 24 hours per day (to include holidays)

- d. RIMPAC: The Contractor shall anticipate a higher volume of line handling, movement of vessels and equipment (fenders, boom, separators, and camels etc.) and pier setting in support of Rim of the Pacific (RIMPAC) multi-national exercise a very high optempo period, occurring every two years during July and August. The Contractor should prepare for RIMPAC 2018 and 2020. Refer to TE-15 - Historical Data to view RIMPAC operational data. The COR will provide maximum advance notice under the circumstances.

1.7.3 Contingency Services:

Contingency services are operations which may increase workload, to include performance of services during a crisis declared by the National Command Authority or Overseas Combatant Commander. The Contractor shall provide services during emergencies, natural disasters, and other contingency operations. The Contractor shall respond to these emergencies or natural disasters by extending hours as required. Hours under this provision may be increased up to 24 hours per day. The COR will notify the Contracting Officer of any contingency situation. As authorized by the COR, overtime shall be used to perform contingency services and is included in the 500 hours of overtime per year. Prior to performing any overtime, the contractor shall submit the estimated number of hours required to accomplish contingency services for each labor category for COR approval.

1.7.4 Place of Performance:

The Contractor shall use Government-owned facilities located on JBPHH, Hawaii in building 1749 in support of this contract. The Contractor shall perform all cleaning, janitorial services and minor maintenance (i.e.,

changing light bulbs) to maintain a safe and sanitary work space at no additional cost to the government. Within the contract covered areas around Bldg. 1749, the Contractor shall ensure the grass is maintained at a height no taller than 4 inches and all weeds are removed on a biweekly basis. The approximate area is the 10 foot perimeter from the exterior of the building. The Contractor is required to conserve energy and water to the maximum extent practical. The Contractor shall not modify the facilities without the approval of the COR.

- 1.7.5 Post Award Meeting/Periodic Progress Meetings: The Contractor agrees to attend any post-award meeting or periodic progress meetings convened by the contracting activity in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officer's Representative, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.
- 1.7.6 Contracting Officer Representative (COR): The COR will be appointed by a separate letter and identified in the contract award. The COR monitors all technical aspects of the contract and assists in contract oversight. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; and coordinate site entry of Contractor personnel. A letter of appointment issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the contract.
- 1.7.7 Alternate Contracting Officer Representative (ACOR): An ACOR will be appointed by a separate letter and identified in the contract award. The ACOR monitors all technical aspects of the contract and assists in contract oversight. In the absence of the COR, the ACOR is the technical representative of the Contracting Officer in the administration of the contract and can perform the same duties as the COR. A letter of appointment issued to the ACOR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the ACOR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The ACOR is not authorized to change any of the terms and conditions of the contract
- 1.7.8 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.
- When performing work associated with this PWS, Contractor personnel will make clear to all individuals they deal with that they are Contractor employees and not DOD employees. When participating and introducing themselves during official events wherein DOD, non-DOD or foreign officials are present, Contractor personnel will identify themselves as employees of the Contractor. Contractor personnel must be clearly identified (i.e., company shirt, pin, visible company ID, etc.).
- 1.7.9 Appearance and Conduct: The Contractor shall ensure that all employees maintain a clean, groomed and professional appearance that is appropriate for their position. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner. The Contractor shall immediately remove from the government installation any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.
- 1.7.10 Uniforms: All Contractor employees including key personnel shall wear a Contractor-furnished uniform. Contractor shall provide uniforms suitable to the environmental conditions. The uniforms must be professional in appearance and be kept neat and clean. The uniforms must have the company name visible on the outer clothing. The uniform design must be submitted to the COR for approval prior to use.
- 1.7.11 Employee Listing: The Contractor shall maintain and provide upon request by the Government a current listing of employees. The Contractor shall update its employee list within one working day of any change. The list

shall include employees' names, labor categories, job titles (if different from labor category), and collateral duties.

- 1.7.12 Contractor Vehicles: If required, the Contractor shall provide its own passenger vehicles (cars, trucks, vans etc.) in support of this contract as the Contractor is prohibited from operating Government-owned passenger vehicles. Company-owned vehicles used in the performance of this contract shall display the company name on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other State Vehicle Code requirements, such as safety standards, inspections and shall carry proof of insurance and state registration.
- 1.7.13 Accident and Incident Reporting: The Contractor shall notify the COR by phone within one hour and follow up with email submission of Accident/Incident Report (CDRL 11) within twenty-four hours of (a) all accidents that occur on or related to Government property; and (b) all damage to Government property by Contractor employees. The Contractor shall submit an accident report in all instances in which any vessel under this contract sustains damage or is involved in any incident resulting in damage to vessels, trailers, property, piece of equipment, or in bodily injury or death. Contractor shall complete drug and alcohol testing of all personnel involved in the incident IAW 46 CFR. The Contractor shall report results of drug or alcohol testing to the COR within 24 hours of receipt.
- 1.7.14 Degradation or Failure Notice: The Project Manager shall advise the COR and JBPHH Port Services Officer within one hour when any watercraft and/or equipment is damaged, degraded, or fails. Upon notification by the Contractor, the COR will make the determination whether the watercraft and/or equipment should be placed in an out of service status. The Contractor shall update POMS within two working hours of the COR's determination of an out of service or degraded status. The Contractor shall deliver boats requiring maintenance to the Vessel Maintenance Contractor ~~Regional Maintenance Center~~.
- 1.7.15 Data Rights: All documents and materials, to include locally generated scripts, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government will become the sole property of the Government and may not be used for any purpose unrelated to this contract. This right does not abrogate any other Government rights.
- 1.7.16 Enterprise-wide Contractor Manpower Reporting Application (ECMRA): The contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Port Operations Support 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) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) 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 year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

1.7.17 Inspection by Regulatory Agencies

- a. Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies. Permission has been granted by the Navy allowing Federal and State occupational health and safety

officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

- b. The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

1.7.18 Security and Access Requirements

- a. The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be properly secured. Contractor personnel shall be required to safeguard data files and output products, regardless of format or medium, in accordance with appropriate security measures for classification of data being handled in the performance of this contract (see DOD Regulation 5200.1, OPNAVINST 5500.2). Contractor personnel shall also safeguard Privacy Act Information in accordance with existing regulations.
- b. Key Control: The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost, misplaced, or used by unauthorized individuals. Keys shall not be duplicated. The Contractor shall report the occurrence of a lost key to the COR immediately.
- c. Contractor employees performing services shall be required to comply with all JBPHH installation rules and regulations applicable to conduct, safety, security, and procedures governing site entry and exit.

1.7.19 Base Access

- a. All contractors and subcontractors performing on this contract shall utilize the Navy Access Control System (NCACS), also known as the RAPID Gate Program. NCACS manages the non-Common Access Credential (CAC) eligible vendor/contractor companies and their employees who require access to Commander, Navy Installation Command installations in the Continental United States (CONUS), Hawaii and Guam.
- b. Vendor/contractor CAC eligibility has been restricted to only those who require physical access to a US Navy installation AND logical access to a US Navy or DoD network or system, like NMCI. NCAC policy is codified in CNIC Notice 5530.
- c. Vendor/contractor companies pay an annual company enrollment subscription to participate in the program at prevailing rates. Vendor/contractor companies must be approved by a Government sponsor at each CNIC installation where their employees require access. Vendor/contractor employees are registered, undergo initial and regular vetting (to a standard established by CNIC), and are issued a single credential (by the Government), which is valid for perimeter access to those CNIC installations where access privileges have been granted.
- d. All company enrollments are managed by phone or email. Initial employee registrations take place at a Program Registration Kiosk, typically located at CNIC Installation Pass & ID Offices. Once a credential is issued, the employee need not return to Pass & ID for five (5) years, so long as the annual company enrollment subscription and annual employee registration subscriptions are paid and the company and employees continue to be authorized access by one or more CNIC installations.

1.7.20 Quality Assurance

The Government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.7.21 Contractor Quality Control

- a. The Contractor shall provide and maintain an effective inspection system (hereinafter "Quality Control Plan") acceptable to the Government covering the services under this contract as required by FAR 52.246-4 Inspection

of Services – Fixed Price and IAW CDRL 2 - Quality Control Plan. The Contractor shall provide a Quality Control Plan as part of its technical proposal.

- b. The Contractor shall develop a Quality Control Plan (QCP) that implements procedures to identify, prevent, and ensure non-recurrence of defective services and ensures that timely, positive corrective action is taken when discrepancies are discovered.
- c. The Contractor's QCP shall describe how the key areas identified in CDRL 2 will be inspected and reported. The comprehensive written QCP shall be submitted with the contractor's proposal and implemented on the first day of contract performance. The Contractor's QCP shall include a method of tracking performance data for on-going and quantifiable trend analysis, the results of which can be used to develop a performance improvement strategy and expeditiously deploy solutions to resolve emerging non-conformance issues.
- d. The Contractor shall make all records and data related to quality control available to the Government upon request. The Contractor shall ensure records, data or other inspection documentation used for ensuring that proper maintenance services are performed are verified and reviewed for accuracy.
- e. The Contractor shall provide recommended changes that will improve the QCP by submitting the proposed changes in writing to the KO and COR for review. If the proposed quality control plan changes are acceptable, the KO shall provide the contractor with written acceptance before implementation.

1.7.22 Warranty Management

The Contractor shall report to the KO or COR all defects in workmanship, material, parts, or improper installation by others and found by the Contractor to be covered by a warranty prior to performing repair work. The Contractor is responsible for tracking which equipment and components are covered by the original warranty and the warranty duration.

1.7.23 Technical Library

- a. The Contractor shall maintain and continually update a technical library to ensure the contents are current, complete, and accurate and technical information related to this contract is available to authorized Government and Contractor patrons when needed.
- b. The technical library documents will be furnished by the Government electronically and/or in hardcopy. The Contractor shall maintain an updated technical library index list of all materials in the technical library. The library includes, but is not limited to, facility drawings, operation & maintenance manuals, technical manuals, maps, one-line diagrams, master metering diagrams, inventory, Standard Operating Procedures (SOPs), manufacturer's drawings, warranties, Government publications, record drawings, instructions, HAZMAT data sheets, Government-approved inspection checklists for Government-furnished and contractor acquired vessels and support equipment and other appropriate material. The Contractor shall ensure that its employees familiarize themselves with, and follow all applicable instructions.
- c. The Contractor shall monitor the use of the library to ensure materials are returned and data integrity is not compromised. The library is the property of the Government and shall be turned over to the follow-on contractor or the Government as directed by the COR upon completion or termination of the contract. The Technical Library shall be physically located within the Government-owned facilities used as the contractor's primary place of performance.

1.7.24 Government-Furnished Items And Services

- a. Government-Furnished Property (GFP): The Contractor shall take custody of the Government-furnished property listed in TE-1. At vessel turnover, the Government warrants that the platforms are in good material condition, safe to perform all missions and that equipment is in proper working order. For purposes of this contract, the terms vessel, boat and watercraft are synonymous.
- b. Damages Due to Contractor Negligence: The Contractor shall repair or replace, at no cost to the Government, any GFP damaged or lost by the Contractor due to negligence, vandalism, or poor workmanship on the part of the Contractor or any of its employees.
- c. Special Tools and Support Equipment: The Government will turn over special tools and test equipment currently utilized to perform maintenance and testing on the equipment furnished by this contract. The

Contractor may be required to purchase special tools not currently in the inventory but necessary to perform the required maintenance on Government-furnished equipment under this contract. If the Government directs purchase of special tools, and if the Contractor is required to incur costs under this Section by the Government, the Government will thereafter reimburse the Contractor IAW PWS Section "Reimbursable Items." The Contractor shall not, however, be reimbursed any amount in excess of the current market price of any special tools and equipment purchased. All tools procured on a reimbursable basis shall become Government property. The Contractor shall promptly update TEs-1 through 3 to include new acquired special tools and equipment. A joint inventory shall be conducted during the transition period of the contract to verify condition and quantities of tools provided by the Government (including Contractor-acquired property) and returned to the Government.

- d. Forklifts: The Government will provide forklifts as listed on TE-2 for use by Contractor personnel. The Government will maintain and certify the forklifts. The Contractor shall provide forklift drivers able to operate on the pier to load and unload cargo from/to trucks, or from/to the vessel. All Contractor personnel who operate forklifts shall be certified by a Government-approved training course. All costs of certification are at the Contractor's expense. The Contractor shall protect and secure assigned forklifts. In the event a forklift is damaged while in the Contractor's possession, and not through Government fault, the Contractor shall repair it at no cost to the Government.
- e. GFP Substitution: The Government reserves the right to substitute, add or subtract the number of Vessels and Government-furnished equipment supporting the Government missions. Government will replace vessels and equipment at the end of their service life with new vessels and equipment of similar type and size. During this period of overlap with the existing and substitute vessels and equipment, the contractor is responsible for operating and maintaining both until the excess vessels and equipment can be removed from the inventory. The Government expects to replace 6-8 vessels per year.
- f. Utilities: All utilities and services in the facilities below will be available for the contractor's use in performance of tasks outlined in this PWS.
 - Electricity
 - Fuel Oil for all Government furnished vessel/craft and vehicle operations
 - Fresh water
 - HAZMAT Disposal for Government generated HAZMAT
 - Oily Waste Disposal
 - Garbage Disposal
 - Phone Services (local and long distance for Official Use Only)
 - NMCI access and services to workstations as required
 - Two NMCI computer workstations with one printer in Bldg. 1749. These workstations will be connected to the LAN and are for Official Use Only.
 - Printer Cartridges for the Government provided NMCI printer
 - Government provided Mobile Crane Services might not be readily available.

1.7.25 Contractor-Furnished Items

- a. Cell Phones: The Contractor's Key Personnel (the Project Manager and the Operations Manager) shall be available via cell phone at all times 24 hours a day. The Contractor shall provide the COR and KO with Key Personnel cell phone contact information within 10 working days after contract award.
- b. Contractor-Provided Tools: The Contractor shall be responsible for providing basic hand tools, common support equipment, and any other tools and support equipment not provided by the Government to perform the maintenance tasks delineated in this PWS, along with necessary tool boxes and containers for their storage and safekeeping.
- c. Office Supplies and Equipment: The contractor shall provide all office supplies and equipment necessary to support this contract with the exception of items listed in paragraph 1.7.24.
- d. Consumables: The contractor shall furnish, at its own expense, any consumable materials required to support service craft operations. Any consumable materials onboard at turnover and provided as part of the initial onboard inventory will be available to the contractor on a one-time basis only. A representative listing of contractor furnished consumable items is provided below. This consumables list is not intended to be all-inclusive, but is provided to indicate the range and types of items that may be required to operate and maintain

service craft and equipment. The Government does not warrant or represent that any of these items will be onboard craft/work shop at time of delivery.

Abrasives	Container	Dust Respirators
Acetone	Copy Toner	Ear Plugs
Adhesive	Cord	Glue
Antifreeze	Cork	Paper
Bags	Cover, Boxes	Pencils/Pens
Bandages	Deodorants	Rags
Batteries	Destainer	Scissors
Blades (Saw)	Detergent/Rinses/Cleaners	Squeegees
Boxes	Dishwashing Compound	Tape
Buckets	Disinfectant	Tie Wrap

1.8 Contractor Acquired Property (CAP)

1.8.1 Contractor Acquired Property (CAP) is property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title. Supplies and services expressly identified as reimbursable items are CAP and are to be reimbursed in accordance with the “Reimbursable Supplies and Services” section below at the actual price paid by the Contractor, i.e., the price paid to the subcontractor or supplier of such supplies and services. Funds will be obligated on the Reimbursable Supplies and Services CLIN(s). The Contractor shall submit funds expenditure report IAW CDRL 16. For each reimbursable CLIN, the Contractor shall immediately notify the KO and the COR in writing when 75 percent of the obligated funds are authorized for expenditure. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the schedule. The Contractor shall not incur costs that exceed the amount of funding stated on the Reimbursable Supplies and Services CLIN(s) at the time a reimbursable item is ordered. The following are expressly identified reimbursable items:

- Special Tools and Support Equipment
- Government Directed Special Requirements
- Spare and Repair Parts
- Over and Above Work Requests
- Alterations

1.8.2 Reimbursable Supplies and Services

- a. The Government will reimburse the Contractor only for those supplies and services that are expressly identified as reimbursable items by this contract. Reimbursement shall be limited to the “Actual price” paid by the Contractor for such supplies and services, plus tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. “Actual price” does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor’s purchase or provision of such supplies and services.
- b. The Contracting Officer may reduce the reimbursement by any amount above that which the KO finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved IAW the “Disputes” clause (FAR 52.233-1) of the contract. It shall be the Contractor’s burden to demonstrate that the price it paid for reimbursable supplies or services were fair and reasonable.
- c. The Contractor shall notify the KO and COR when the total expended for reimbursable items reaches 75 percent of the total funds available on each Reimbursable Supplies and Services CLIN. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed nor incur costs that exceed the amount of funding stated on each Reimbursable Supplies and Services CLIN at the time a reimbursable item is ordered. The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Reimbursable CLIN(s).

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

1.8.3 Bid Summary Process

- a. The Contractor shall seek reimbursement from the Government for services and supplies identified as reimbursable items that are obtained in support of this contract. The following table displays the Government approval levels the contractor is required to obtain prior to a reimbursable item purchase:

GOVERNMENT PRE-APPROVAL REQUIRED	REIMBURABLE SERVICE/SUPPLY COST RANGE
No Government pre-approval needed	\$500 and below
COR Approval Required	\$501 - \$3,499
Contracting Officer Approval	\$3,500 and above

- b. Contractor may purchase materials authorized by this contract costing \$500 or less per purchase, not to exceed \$8,000 per month, without Government pre-approval. For all reimbursable purchases at or below \$500, the Contractor shall submit to the COR, a Purchase Orders \$500 and Below Purchase Order Report IAW CDRL 18.
- c. To seek approval from the COR to purchase reimbursable items between \$501 and \$3499, the Contractor shall first obtain at least one vendor quote. The Contractor shall send an e-mail request to the COR which describes the purchase and has the vendor quote attached. The COR will provide the contractor with written acceptance, declination or on hold response with applicable CLIN, within 5 working days of receipt of the request.
- d. To seek approval from the KO to purchase reimbursable items \$3,500 and above, the Contractor must obtain at least three quotes to be included in the bid summary. Bid summaries shall contain a description of the supplies or services to be purchased, identification of the proposed vendor, price quotes and price lists. Bid Summaries shall also contain information regarding the selection if other than price-related factors were considered. The bid summary is used to ensure that adequate price competition was sought. If the Contractor is unable to provide adequate price competition they shall provide an acceptable justification as to why it was impracticable to do so. The Contractor shall provide the bid summary documentation to the COR for concurrence who will forward to the KO for approval prior to obtaining these services and supplies. The Contractor shall maintain documentation of all reimbursable purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the KO, or the COR.

1.8.4 Work Solicitation Packages

The Government will provide the Contractor with TE-4 (Projected Equipment Repair Schedule), which details required equipment overhauls over a four (4) year period. The Government will also provide the Contractor with all of the depot level work specification packages in TE-16 through TE-19. Based on TE-4 and the acquired work specification packages, the Contractor shall submit a 12 month project completion schedule IAW CDRL 21 - Master Overhaul Schedule for Government approval. The COR may request the Contractor make revisions to CDRL 21 and resubmit.

1.8.5 BioPreferred Program

- a. The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, "*Strengthening Federal Environmental, Energy, and Transportation Management*," and the Federal Acquisition Regulation to provide biobased products.

- b. The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).
- c. The following is an example list of products that may be used in this contract for Port Operations services for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Hydraulic fluids	Penetrating lubricants
Diesel fuel additives	Multi-purpose lubricants
Degreasers	Lube chain lubricants
Solvent	Chain bar lubricants
Glass cleaner	Heavy duty cleaner
All purpose cleaner	Carpet shampoo
Bathroom cleaner	Brass polish/cleaner
Chrome polish/cleaner	Laundry detergent
Liquid hand soap including dispenser	Lime and scale remover
Extraction fluid	Grout sealer

- d. Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content.
- e. In addition to the biobased products designated by the U.S. Department of Agriculture in the BioPreferred Program, the Contractor is encouraged to use other biobased products.
- f. The Contractor shall submit a Biobased Compliance Plan IAW CDRL 24. This plan shall be submitted to the COR for approval NLT thirty (30) calendar days after the contract phase-in start date.
- g. The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.
- h. The Contractor shall comply with FAR clause 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, which states in part that the Contractor shall—
 - (1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
 - (2) Submit this report not later than—
 - (i) October 31 of each year during contract performance; and
 - (ii) At the end of contract performance.

1.9 Over and Above Work

- 1.9.1 If the contractor identifies additional repairs that are over and above the general maintenance requirements stipulated in PWS or the depot level work specification packages, it is tasked to recommend corrective action via a work request. Over and Above (O&A) work requests are applicable to the firm-fixed price (FFP) depot level maintenance (equipment overhauls) and general maintenance and repair services provided by the contractor. If growth work occurs on subcontracted services procured using the Reimbursable Supplies and Services CLIN, refer the Bid Summary Process. Over and Above work requests are expressly identified as reimbursable services. The contractor will be reimbursed for O&A services and associated supplies in accordance with the "Reimbursable Supplies and Services" section of this PWS at the actual price paid by the contractor, i.e., the price paid to the subcontractor of such services or supplies. The Contractor shall procure supplies (i.e. repair parts and tools) needed to accomplish O&A work IAW the Bid Summary Process. The Contractor shall include O&A work on the funds expenditure report IAW CDRL 16. The contractor shall not use overtime hours to accomplish O&A work unless otherwise directed by the Contracting Officer (KO).

1.9.2 Over and Above Work Requests (OAWR) Approval Process:

IAW DFARS 252.217-7028, upon discovery of needed O&A work, the contractor shall prepare and furnish an OAWR in accordance with the procedures below prior to performing the work. OAWR shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements. The Contractor shall provide OAWRs to the COR for concurrence who will forward to the KO for approval. The contractor's Over and Above Work Requests shall contain the following elements:

1. Contract Number
2. Work Request Number
3. Work Request Title
4. Date of submission.
5. A description of the proposed work, including disposition instructions and adequately defined inspection and acceptance criteria.
6. Total proposed firm-fixed-price supported by a breakdown of labor, parts and materials, direct travel costs, and other cost/price elements, as needed or if applicable, by documents/work requests indicating the already agreed to negotiated hours.

Upon receipt of an OAWR, the COR and KO shall:

1. Review the work request
2. Verify that the proposed work is required, is within scope of the contract and not covered under the basic contract line item(s)
3. Verify that the proposed corrective action is appropriate
4. Verify funding is available
5. After review, the KO will provide written approval for the contractor to perform the proposed work, if appropriate.

1.10 Minimum Insurance Requirements

Pursuant to the terms of clauses entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5) and "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

- a) Workers compensation and employer's liability: Contractors are required to comply with applicable Federal (to include but not limited to worker's compensation insurance for employees ashore and afloat or, where maritime employment is involved, Jones Act Insurance) and State worker's compensation and occupational disease statutes. Employer's Liability coverage of at least \$100,000 is required.
- b) Comprehensive General Liability: \$500,000 per occurrence .
- c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. Comprehensive form of policy is required. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d) The performance of this contract involves the use of vessels. IAW FAR 28.307-2(e), When vessels are used in connection with performance of this contract, passenger liability insurance will be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage.

PART 2 – SPECIFIC TASKS

Task Areas	Suggested Labor Categories	Estimated # FTEs
2.1 Transition Support		
2.2 Property Management	Warehouse Specialist/Asset Inventory	2
2.3 Booming/De-Booming	Coxswain / Deckhand	15/22
2.4 Dockmaster Services	Machine Maintenance	1
	Dispatcher	2
	Welder	1
2.5 Duty Section Support	Coxswain/Deckhand/Dispatch	6
2.6 Equipment Maintenance	Machine Maintenance	1
2.7 Hazardous Material Management	HAZMAT Trained Personnel	2
2.8 Inclement Weather Operations Support	Collateral Duty	
2.9 Line Handling	Collateral duty	
2.10 Oil Spill Response	Collateral duty	
2.11 Scuba Diving Services	Collateral duty	
2.12 Trash Removal	Collateral Duty	
2.13 Vessel Operations	Collateral Duty	

2.1 Transition Support (*Phase-In and Phase-Out*)

To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board during the phase-in period. The Contractor shall become familiar with performance requirements during the phase-in period in order to commence full performance of services on the contract start date. The training evolutions are complex and personnel require training to attain the qualifications to properly perform their duties. The follow-on Contractor will be allowed to work and be integrated with existing Government and incumbent Contractor personnel to complete all training and indoctrination of his/her personnel. The Government will provide Contractor personnel with familiarization training for the operations at no additional cost to the Contractor. The COR will coordinate all crew familiarization and training efforts on a not-to-interfere with operations basis. Upon the COR's determination that Contractor personnel training and familiarization has been successfully completed IAW CDRL 5 - Transition Plan, the watercraft and equipment shall be turned over to the Contractor. Performance requirements include:

- 2.1.1 The incumbent Contractor, the follow-on Contractor and the COR or ACOR shall conduct a complete joint turnover inventory of all Government Furnished Property (GFP) (TE-1) and items listed in TEs 2 & 3 during the phase-in period IAW CDRL 17 - Government Furnished Property Inventory.
- 2.1.2 The Contractor shall successfully complete all familiarization and applicable training IAW TE-10, Port Operations Training Plan, and provide the COR with contractor employee training status IAW CDRL 6 - Training Status Report.
- 2.1.3 The Contractor shall seek approval from the COR to independently operate all assigned watercraft and equipment and take custody of the Government Furnished Equipment (GFE) after the COR determines that turnover inventory and training are successfully completed. Possession of GFE and independent operation shall occur no earlier than the first day of the base year contract performance.
- 2.1.4 *Phase-Out:* At the end of the contract term, the Contractor shall provide phase-out services based on the contractor's plan proposed IAW CDRL 5 - Transition Plan, to assist the Government in the training and transition of a follow-on Contractor if applicable.
- 2.1.5 *Phase-Out:* During the final week of the contract period of performance, the Contractor shall provide a complete, written updated TEs-1 through 3 of all Government-furnished equipment and materials provided under this contract. If the incumbent contractor is awarded the new Port operations contract, the final inventory shall be conducted with the COR or ACOR. If a new follow-on Contractor is phasing in, the then current Contractor shall conduct a joint inventory with the new follow-on contractor and the COR or ACOR.

2.1.6 The contractor shall deliver all inventory material, equipment, and special tools to the Government during contract phase-out.

2.2 Property Management

The contractor shall control, maintain, and protect all Government Furnished Property (GFP) and Equipment shown in TE-1 (Scheduled GFP) and items listed in TEs 2 & 3 IAW the Government-approved submission of the Property Management Plan (CDRL 4). The Contractor is financially liable for damage and/or loss of Government Furnished Property and Equipment shown in TE-1. Items shown on TE-2 are to be used in the capacity stated in the TE. All items shown in TEs 1 through 3 shall be inventoried by the Contractor. Performance requirements include:

- 2.2.1 The Contractor shall establish and maintain a Property Management Plan to control, protect, preserve, and maintain all Government property IAW CDRL 4 - Property Management Plan. Records for all Government property in Contractor custody are to be maintained by the Contractor IAW FAR Part 45.
- 2.2.2 The Contractor shall establish a system for ordering material to ensure a minimum of six months inventory is available to support the requirements of this contract. Non-developmental items (NDI) and commercial-off-the-shelf (COTS) products shall be used to the maximum extent practicable.
- 2.2.3 The Contractor shall conduct a quarterly inventory, observed by the COR or ACOR, of all Government-Furnished Property shown in TE-1 and items shown in TE-2 and TE-3. The contractor shall provide an inventory report IAW CDRL 17 - Government Furnished Property Inventory accompanied by an updated TE-1 through TE-3 no later than seven calendar days after the start of each quarter.
- 2.2.4 The Contractor shall mark all Government Furnished Property (GFP) with the serial number identifier in TE-1 (Scheduled GFP) IAW DFARS 252.211-7003:
 - 2.2.4.1 Based on the material being marked, the marking shall consist of at a minimum, three-inch stenciled alpha numeric system painted on the GFP, one-inch engraved alpha numeric system, or various sized stickers for vessels and or equipment.
 - 2.2.4.2 Prior to application the contractor shall propose a specific style and size to the COR for approval.
 - 2.2.4.3 All markings shall be clearly legible.
- 2.2.5 The Contractor shall report all GFP listed in TE-1 to the IUID Registry IAW DFARS 252.211-7007 and provide an updated TE-1 to the KO and COR within 5 working days after each update.
- 2.2.6 The Contractor shall submit to the COR a quarterly Redbeam Inventory IAW CDRL 8.
- 2.2.7 The Contractor shall ensure that the appropriate administrative personnel possess and maintain current Redbeam Asset Tracking & Inventory Management Software certification and proficiency.
- 2.2.8 The Contractor shall use and employ all computer-aided programs provided by the Government, such as but not limited to DPAS, Redbeam, CPARS, WAWF, and POMS in managing operations, financial, metrics and analyses of port maintenance operations.
- 2.2.9 The Contractor shall establish an inventory disposal control program IAW CDRL 4 - Property Management Plan that routinely identifies and reports excess material and equipment for disposal. The contractor shall also process for disposal components that are beyond repair and delete them from the inventory in order to maintain accurate inventory control records IAW FAR 52.245-1(j). The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify and report excess material and equipment for disposal.
- 2.2.10 The Contractor shall vigilantly manage repairable spares due to the high replacement cost. The contractor shall track each repairable component by part number and serial number.
- 2.2.11 The contractor shall expeditiously process components eligible for exchange credit or warranty.
- 2.2.12 Components destined for overhaul/repair and return represent a major investment of equipment spares inventory funds. The contractor shall expeditiously process and ship these components to the repair facility and track until returned back into the inventory.

2.3 Booming/De-Booming

~~The contractor shall perform the following services utilizing TE-15 Historical Data for guidance~~The Government has approximately 40,000 ft. of Perma Boom and approximately 50,000 ft. of Response Boom currently in stock. The contractor shall perform the following services utilizing TE-15 Historical Data for guidance.

- 2.3.1 Continuous containment booming is required 360 degrees around any vessel prior to the commencement of fueling operations for that vessel. The contractor shall boom all ships, submarines and barges with 360 degree containment unless otherwise directed by the COR.
- 2.3.2 The contractor shall be responsible for preventive 360 degree containment booming/un-booming of all ships, submarines, barges, and facilities, including booming of strategic response locations. This service shall be provided within 30 minutes as scheduled in POMS or as directed by the COR.
- 2.3.3 Annual cleaning of portable and permanently installed boom with the exception of the installed boom (perma-boom) at the Defense Fuel Supply Pier (DFSP).
- 2.3.4 The Contractor shall perform a daily inspection of all boom (response and perma-boom) for proper installation. Contractor shall report to the COR any deficiencies with installed boom (response and perma-boom) at DFSP Pearl Harbor Fuel Piers.

2.4 Dockmaster Services

The contractor shall perform Dockmaster functions to include, but not limited to:

- 2.4.1 Set the piers for all ship arrivals, berth shifts, and departures. The Contractor is responsible for all piers with the exception of Bravo 1, 2, DD 1,2,3,4, and Alpha Docks.
- 2.4.2 Direct, move, assist, and ensure the vessels are securely moored to the dock.
- 2.4.3 Inspect and report pier and waterborne equipment, structures, and materials required for all ship arrivals, berth shifts, and departures to identify damage, and hazards.

2.5 Duty Section Support

The Contractor shall provide a "Duty Section" of personnel to perform year-round (24 hours, 7 days a week) service coverage outside of normal Government business hours. The personnel shall be located at building 1749. Performance requirements are as follows:

- 2.5.1 The Duty Section shall perform command and control dispatcher services. Duty Section shall be capable, at a minimum, of the simultaneous operation of one workboat and one barrier boat.
- 2.5.2 Oil Spill Response: The Duty Section shall be able to respond with two boats within 10 minutes of request in the event of an oil spill response. The contractor shall be able to recall adequate personnel to operate three additional boats (five total) within one hour of request and up to five additional boats (10 total) within eight hours of request.
- 2.5.3 Duty section personnel shall perform oil spill response, workboat and gate operations as scheduled in POMS or when notified by JBPHH Harbor Control Tower. In the event of a waterborne oil spill, the Contractor shall immediately notify the Port Operations control tower by phone and standby onsite for the response team.
- 2.5.4 Duty Section personnel shall remove navigational hazards as reported.
- 2.5.5 Duty Section personnel shall transport vessels and trailers as required by the Government. Transporting includes hauling from the water, launching in the water by the appropriate means, ensuring the proper loading on the trailer, and transporting for the purposes of repair, maintenance, storage, training or delivery to an installation, or maintenance facility.
- 2.5.6 The Contractor shall perform sounding and security watches on all port operations watercraft and facilities at least three times per day in eight-hour intervals to include day, evening, and overnight checks. The Contractor shall also accomplish visual inspections on all port operations watercraft, to ensure safe draft and mooring every two hours. The personnel performing sounding and security watches must complete the PQS for NAVEDTRA 43602 for Sounding & Security. All Port Operations watercraft includes Paint Maintenance Barges (PMB), Yard Crafts

(YC), Boom Maintenance Barges (BMB), and any boat checked out from the Vessel Maintenance contractor. Equipment such as Deep Draft Camels (DDC) and Deep Draft Separators (DDS) are not included.

- 2.5.7 Duty Section personnel shall conduct check in/out procedures using the Equipment Check-in/Check Out sheet required IAW CDRL 14 each time a vessel is used. The duty section personnel shall not check out a vessel with down or degraded navigational or safety equipment. (i.e. navigation system, radio, navigation lights, bilge pump, mooring lines, and fire suppression, etc.).
- 2.5.8 The Contractor or duty section personnel shall report any discrepancies with navigational, safety, or major components discovered during the check in/out process to the COR by phone and e-mail within one hour of discovery.
- 2.5.9 The Contractor shall ensure that duty section personnel have the appropriate driver's licenses in compliance with the motor vehicle operator's regulations of the state.
- 2.5.10 Duty Section Report. The Contractor shall issue a report listing the personnel assigned and work accomplished by the duty section IAW CDRL 20.

2.6 Equipment Maintenance

- a. General Maintenance: The Contractor shall maintain all equipment. Vessels requiring maintenance shall be scheduled and coordinated with the Vessel Maintenance Contractor via the COR. The Contractor shall accomplish Government-directed and approved alterations that fall outside of preventive and corrective maintenance on a reimbursable basis. Boats shall be kept clean, free of marine growth, and preserved. All navigation and safety equipment shall be installed and function IAW Coast Guard Regulations. The Government reserves the right to conduct maintenance spot checks on a periodic basis. The Contractor shall ensure that all equipment, and machinery, and appurtenances of the craft, regardless of the frequency or importance of use, shall be maintained in a ready-to-use status. The Contractor shall be responsible for performing maintenance and repairs to ensure mission readiness 24-hours a day.
- b. Preventive Maintenance: The Contractor shall perform preventive maintenance on all equipment, their onboard systems, and other assigned port service areas and equipment. The Contractor shall ~~conduct maintenance and preservation for each piece of equipment item listed in TE 1, and TE 2 and TE 3. The Contractor shall conduct maintenance on all equipment shown on TE 2 and denoted equipment in TE 3 IAW their approved Equipment Maintenance Plans (CDRL 15) its approved maintenance plan. Additionally, the contractor shall perform preservation on denoted equipment in TE 2 and TE 3.~~ Preventive maintenance shall ensure to the maximum extent possible: continuing operation, sustainment of preservation coatings, prolonged life of the machinery, prevention of machinery breakdown, undue overhaul of major equipment and excessive corrective maintenance.
- c. Corrective Maintenance: The Contractor shall accomplish all corrective maintenance and repairs of all equipment, to ensure mission readiness 24-hours a day. Corrective maintenance and repairs shall be accomplished such that the equipment's material condition is restored to full operating level in a timely manner, and further deterioration in the condition of equipment and systems does not occur. Typical examples of corrective maintenance include such tasks as troubleshooting, disassembly, repair, replacement, assembly, startup, adjustments, pump overhauls, piping repair, and deck fitting repairs.
- d. Maintenance Personnel: The Contractor shall have sufficient personnel to perform all preventive and corrective maintenance. The Contractor's plan for managing preventive and corrective maintenance shall include the use of Contractor personnel to accomplish repairs within their capability. The Contractor shall consider using available contractor personnel to accomplish equipment overhauls before seeking subcontractor support. The Contractor shall also ensure the skill level of the personnel performing the work is commensurate with the technical difficulty of the work. The Contractor must provide sufficient shore-side maintenance personnel to accomplish ~~normal~~ preventive and corrective maintenance and repairs in a timely manner.
- e. Equipment Maintenance Plans: The Contractor shall develop and submit to the COR preventive and corrective maintenance plans for all equipment utilizing TEs-1 through 3 to submit annually and when revisions are necessary IAW CDRL 15 - Equipment Maintenance Plans. Annual updates are required at the start of each option period. The maintenance plans shall be developed by the Contractor using equipment technical manual data, machinery history, duty cycle and existing programs. The plans shall focus on using commercially acceptable practices and the data from the maintenance software program.

- f. *Dispatcher Services:* The dispatcher shall also track the all waterborne operations as well as check-out and check-in of all vessels, craft, and equipment assigned. The dispatcher shall be proficient in the Port Operations Management System (POMS), the maintenance software, Microsoft Word, Excel, and Power Point.
- g. *Watercraft Standards of Appearance:* All watercraft shall be maintained in a neat sanitary condition with all loose gear, equipment and tools stowed in a safe, secure, and orderly fashion. All bright work shall be kept shined and all labels and stencils shall be kept clearly legible.
- h. *Interior Spaces:* All interior spaces shall be maintained in a clean condition. Decks and ladders shall be kept free of tripping hazards. Deck tiles and ladder treads shall be replaced as necessary to prevent slipping hazards. Ship's furniture shall be maintained in good repair. All interior bright-work shall be regularly shined.
- i. *Mooring Lines, Rigging, and Ground Tackle:* All mooring lines, rigging, and ground tackle shall be maintained in a clean and orderly fashion. Ground tackle shall be regularly inspected and maintained to be rust and corrosion-free. Mooring lines and rigging shall be maintained in proper working order so that they can handle the safe working load limits for which they were designed.
- j. *Testing:* The Contractor shall be responsible for all calibration, weight test, and hydro-static testing programs on a reimbursable basis.

2.6.2 Other Services

- a. The Contractor shall ensure all piers, pier life ring cabinets, brows, brow stands (platforms), cable trays, fenders, camels, separators and other support equipment are maintained in a ready-to-use condition. The Contractor is responsible for all piers with the exception of Bravo 1, 2, DD 1,2,3,4, and Alpha Docks.
- b. The Contractor shall provide a weekly Maintenance Status Report IAW CDRL 19 for equipment.
- c. The Contractor shall ensure Government-furnished boats, boat lifts, and associated equipment is ~~scheduled and maintained through the Regional Maintenance Center~~ available and delivered to the Vessel Maintenance contractor facility for scheduled maintenance by adhering to the Maintenance Schedule provided.
- d. The Project Manager shall notify the COR by phone within one hour and follow up with email submission of Accident/Incident Report CDRL 11 within 48 hours when any watercraft or equipment failure or damage occurs.
- e. *Welding:* The Contractor shall perform structural welding and cutting of ferrous and nonferrous materials by qualified welder that is certified by American Welding Society or approved equivalent and has experience to weld aluminum and steel for all equipment. Contractor shall weight test all equipment that has been weld repaired, to include installation of label plates stating company name, date of weight test, and maximum load capacity in pounds (lbs.). Weld repairs conducted that do not require weight testing, may be tested utilizing non-destructive testing, which includes magnetic particle and dye-penetrant tests ~~Non-destructive testing, which includes magnetic particle and dye penetrant tests shall also be conducted.~~

2.6.3 Depot Level Maintenance

- a. Depot level maintenance (equipment overhauls) shall be scheduled and conducted using TE 4 - Projected Equipment Repair Schedule, the Master Overhaul Schedule (CDRL 21), and the applicable work specification package (TE 16 through TE 19). Depot level maintenance shall be performed only after coordination with the COR.
- b. The Contractor shall confer with the COR on a weekly basis to ensure that all work is accomplished on schedule and IAW the Government provided work specification packages. The Government reserves the right to inspect all depot level work being accomplished.
- c. *Managing Growth and Scope Changes for Depot Level Subcontracts:* The Contractor shall notify the KO via the COR of any change in scope. If growth is required, the Contractor shall include in the request for additional funding a list of work anticipated to justify the new amount. The requests for KO approval shall include a description of the work required, the estimated cost, any additional time required to accomplish the work and why it cannot be deferred. The Contractor shall be responsible and accountable for properly and accurately documenting all subcontract change order actions.
- d. The Government has only enough vessels and support equipment to support its mission. The Contractor is responsible for Depot Level Maintenance of the support equipment shown in TE 4. ~~Consequently, w~~When any

~~vessel-piece of support equipment~~ is not returned to the Government on schedule following contractor-arranged Depot Level Maintenance, the Government will require the Contractor to provide a temporary replacement for that equipment vessel-capable of performing the full operational function of the ~~vessel-equipment~~ being temporarily replaced. The Contractor shall provide the replacement ~~vessel-equipment, at the Contractor's own expense,~~ within three working days of the date the Government-owned ~~vessel-equipment~~ was scheduled to return to service and shall keep the replacement ~~vessel-equipment~~ in service on the contract until the Government ~~vessel-support equipment being overhauled~~ is made fully available, all at no cost to the Government.

2.6.4 Alterations

- a. The Contractor shall prepare for and manage Government-directed modification work which may include minor or major modifications to equipment. The Contractor shall accomplish Government-directed and approved alterations on a reimbursable basis (see "Reimbursable Supplies and Services" section above). The Government will prepare and provide a technical work packages describing the effort. Upon receipt of the technical work package, the Contractor shall review the work items and provide comments to the COR. After the final technical work package is provided, the contractor shall then submit a cost proposal covering cost of completing the work within the timeframe agreed upon between the COR and the Contractor.
- b. *Acceptance Inspections and Testing:* When changes or modifications to equipment are performed, pre-modification and post-modification inspections shall be conducted. The Contractor shall perform acceptance testing of equipment changes or modifications. The Contractor shall provide copies of the pre-modification, post-modification inspection and acceptance testing results to the COR within one workday of test completion.
- c. *Government-Performed Alterations:* The Government may accomplish changes and modifications to the equipment with the intent to minimize interference with operations. The Contractor shall be responsible for operation and maintenance of all systems and or subsystems other than those undergoing change or modification during the period of change or modification installation.

2.6.5 Special Qualifications

- a. The Contractor shall procure and demonstrate proficiency in the Government-approved maintenance software.
 1. Maintenance software shall be web based to allow multiple administrators access, to facilitate the management of scheduled maintenance and parts inventory for a fleet of vessels or equipment.
 2. Shall also have the capability to accomplish web based searches by specific vessels, equipment, and maintenance requirements
 - 1.3. Shall be capable of tailoring maintenance reports to suit customer needs listing status of, time based maintenance, unscheduled maintenance, or original equipment manufacturer maintenance requirements
- a.b. Proficiency in POMS
- b.c. Welder certification by American Welding Society

2.7 Hazardous Material Management

The vessels and watercraft may contain materials that are considered Hazardous Materials and Hazardous Wastes (HAZMAT). The Contractor shall not pollute the environment. The Contractor shall avoid all pollution and stay in compliance with all Federal, State and local regulations. Performance Requirements are as follows:

- 2.7.1 The Contractor shall provide a Hazardous Materials Management Plan IAW CDRL 10 and ensure that the plan remains up-to-date with applicable HAZMAT regulations. All contractor personnel shall be required to read and certify that they have read and are trained in the implementation of the plan.
- 2.7.2 The Contractor shall properly package and containerize all hazardous waste with complete identification of contents clearly labeled on the container IAW all Federal, State and local regulations. The contractor is responsible for all HAZMAT disposal arrangements. Hazardous waste shall be disposed of at the Government's expense.
- 2.7.3 The Contractor shall report to the COR the type, location and amount of HAZMAT (e.g., spent solvent, oily rags, used engine oil, batteries etc.) that is generated and accumulated onsite IAW CDRL 12 - Hazardous Materials Report.
- 2.7.4 The Contractor shall ensure all Contractor employees receive training IAW applicable OSHA, EPA, and State regulations for the proper handling, storage, and disposal of hazardous materials generated during operations.

- 2.7.5 The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Clean Air Act, the Clean Water Act, OPA 90, MARPOL Annex I (which prohibits all discharges of oil in special areas), NAVSUPFLCPHINST 5090.5C HAZARDOUS WASTE MINIMIZATION (HAZMIN) Plan and all other applicable statutes and regulations.
- 2.7.6 The Contractor shall be responsible for all spills that it causes into the environment and shall notify the COR immediately by phone and within one hour by e-mail or other written notice of any spill. The Contractor shall be financially liable for any cleanup-related costs, fines and fees incurred as a result of the Contractor's management or mismanagement of regulated waste or hazardous materials.

2.8 Inclement Weather Operations Support

- 2.8.1 The Contractor shall submit an Inclement Weather Response Plan IAW CDRL 13 and ensure that the plan remains up-to-date with applicable emergency management regulations.
- 2.8.2 *Storm Sortie:* Within one hour of a weather emergency event, the Contractor shall relocate and secure all service craft and boats when notified by the COR.
- 2.8.3 The Contractor shall be responsible for the execution of the JBPHH Emergency Management Plan as related to each specific, emerging weather threat. Variations to this plan can be made by CNRH Port Operations depending upon the local weather conditions. Typical tasks that the Contractor shall anticipate during increased conditions of Hurricane Readiness are listed below as a guide for planning purposes. Specific execution timelines will be dictated by the COR IAW the JBPHH Emergency Management Plan HSA-1 and HSA-2 and the specific weather threat. When notified by the COR, all Contractor training will stop in the event of the need to execute the severe weather plan.
- Remove, secure and properly stow all loose gear in associated waterfront areas.
 - Relocate port services equipment such as brows, platforms and ladders to their designated safe stowage area(s).
 - Stage assigned Government vehicles and material handling equipment to prevent damage.
 - Sand bag all buildings associated with this contract.
 - Provide boat operations support for post-storm assessments. Report extent of damage to pier facilities, sorted craft and assigned buildings.

2.9 Line Handling

- 2.9.1 The Contractor shall provide an adequate number of qualified line handlers to perform line handling services for approximately 450 Military Sealift Command, 10 Magnetic Silencing Facility (MSF), and 75 commercial ship arrivals and departures annually. The contractor will not be assigned simultaneous or overlapping line handling evolutions and will not be assigned any line handling evolutions at West Loch.
- 2.9.2 The Contractor will have no less than 30 minutes between evolutions.
- 2.9.3 After a ship's departure, the contractor shall keep all lines faked out, flaked or coiled in a neat and orderly fashion so the line will run free without tangling.
- 2.9.4 The Contractor shall submit a line handling cost report IAW CDRL 23 after each line handling evolution.
- 2.9.5 Special Qualifications: Line Handlers will be qualified in accordance with Deck Seamanship Line Handling JQR/PQS.

2.10 Oil Spill Response

The contractor shall provide Facility Response Team (FRT) personnel to perform Oil Spill Response (OSR) services. These services are required within JBPHH area depicted in TE-13. The performance requirements are as follows:

- 2.10.1 The Contractor shall investigate and respond IAW paragraph 2.5.2 to all reports of waterborne oil spills. Contractor timeliness will be evaluated for quality assurance.
- 2.10.2 The Contractor shall contain waterborne spills and recover products from the water. Recovery is typically limited to waterborne spills, however, the contractor may be directed by the COR to assist with other cleanup efforts.

- 2.10.3 The Contractor shall ensure FRT personnel are properly trained to effectively and safely respond to a waterborne spill IAW Federal, State, and Navy Regulations and Instructions as stated in TE-10. The Contractor may be required to work and train with other agencies or departments that also have oil spill response capabilities.
- 2.10.4 The Contractor shall participate in regional training, exercises, drills and other spill response training when notified by the COR. The contractor shall plan, conduct and document completion of drills and exercises. The contractor shall provide Exercise/Training Completion Report to the COR within 30 days of exercise completion. Contractor timeliness will be evaluated for quality assurance.
- 2.10.5 The Contractor shall deploy sufficient boom containment and equipment and operate the necessary number of boats to perform oil spill response services. A minimum of 1,000 feet of oil boom shall be required within one hour of notification. All boats may have to be operated in the event of a major oil spill. Contractor timeliness will be evaluated for quality assurance.
- 2.10.6 The Contractor shall fully man all operational response equipment IAW the Facility Response Plan. Contractor shall provide an Oil Spill Report IAW CDRL 22 consisting of an itemized accounting of all costs and materials and hours associated with each oil spill response situation within 48 hours. During a major or worst case spill, the Contractor shall provide daily Oil Spill Reports IAW CDRL 22 required by the Incident Action Plan or NOSC via the COR.

2.11 Scuba Diving Services

The contractor shall provide Scuba Diving services. Divers shall:

- 2.11.1 Be able to operate basic hand tools to clean and inspect hulls, rudders and propellers of small boats, oil containment boom (without diving in polluted/contaminated water).
- 2.11.2 Operate basic tools underwater to connect/disconnect floating devices.
- 2.11.3 Inspect and repair all fenders and fender counterweights with all associated chains (Annually).
- 2.11.4 Inspect and repair all camels and separators (Annually).
- 2.11.5 Assist with permanent boom and tide riser installs, repair and maintenance (Annually).
- 2.11.6 Conduct floating dock installation, inspection, hull cleaning and maintenance for TE-2 items (Annually).
- 2.11.7 Conduct tour boats U/W inspections with pictures (prop and shaft inspection, hull inspection, prop replacement, zinc replacement, cleaning etc.) (Quarterly.)
- 2.11.8 Conduct work boats and barrier boats U/W cleaning and inspections with pictures (Semi-annually).
- 2.11.9 Inspect and accomplish U/W inspections with pictures (hull inspection, zinc replacement, and hull cleaning) for boatlifts, Boom Maintenance Barge and Paint Maintenance Barges (Annually).
- 2.11.10 Perform emergent dives to clear props and sea suction (as needed).
- 2.11.11 Contractor Provided Equipment: Contractor must provide all properly maintained and certified dive equipment for the scuba divers

2.12 Trash Removal

- 2.12.1 The contractor shall provide trash removal services within the waters of Pearl Harbor to include trash removal from attached pier side waterborne trash skimmers. This service is required to remove obstructions to navigation and floating debris on a weekly basis.
- 2.12.2 The Contractor shall provide harbor cleaning service on a weekly basis or more frequently (i.e. after a heavy rain) in order to keep the harbor free of debris. The Contractor shall notify the dispatcher of any observed navigation hazards that require removal.
- 2.12.3 The contractor shall remove navigational hazards within 30 minutes when notified by the COR or the harbor control tower.

- 2.12.4 The Contractor shall have the capability to remove 5,000 pounds of floating trash per 10-hour day to the Government provided caged area on Ford Island. The trash varies from floating cans and tires to large logs. The Contractor is not required to haul the trash to a landfill.

2.13 Vessel Operations

2.13.1 Hauling and Transport

- a. The contractor shall haul and/or transport Port Operations vessels and trailers as coordinated by the COR. Hauling and transporting includes hauling from the water, launching in the water by the appropriate means ensuring the proper loading on the trailer, and transporting for the purposes of repair, maintenance, storage, training or delivery to an installation or maintenance facility.
- b. The Contractor shall perform Equipment Check In/Check Out inspections prior to the operation or utilization of vessels and support equipment.
- c. The Contractor shall be responsible for safely manning the various craft identified by this contract while meeting all USCG requirements and not restricting operational and maintenance requirements identified herein. The Contractor shall have sufficient personnel to meet mission requirements.
- d. The Contractor shall provide year-round (365 days a year, 24 hours per day) availability to transport any required service craft, waterborne asset, or support equipment within 30 minutes as scheduled in POMS or as notified by the COR using work boats or other small craft. This includes, but is not limited to YONs, SWOBs, YC (barges), fenders, camels, boom maintenance barges, floating docks, and separators as listed on TE-3. Contractor timeliness will be evaluated for quality assurance.
- e. The Contractor shall ballast YC barges listed on the TE-3 as scheduled in POMS or by the COR. The Contractor will not be responsible for providing mobile crane service to move or relocate any of these items.
- f. The Contractor shall provide vehicle(s) with the capability, size, and horsepower to transport trailerable watercraft and equipment. All operating expenses for said vehicle(s), including but not limited to fuel, repairs, and insurance, shall be the Contractor's responsibility.
- g. The Contractor shall ensure that all transport drivers have the appropriate driver's licenses in compliance with the motor vehicle operator's regulations of the state.
- h. The Contractor shall operate Government-furnished equipment and machinery IAW the original equipment manufacturers technical manuals and specifications, and IAW all applicable federal, state, local, JBPHH regulatory requirements.

2.13.2 Barrier Boat Operations

- a. The Contractor shall provide boat operations to open and close port security barrier gate(s). Ship Security Gates are located between the East Loch entrance (one large and one small gate) and the Ford Island Bridge (one small gate). The contractor shall use a barrier boat to open and close the large gate and either a barrier boat or work boat to open and close the two small gates IAW the JBPHH Port Security Barrier (PSB) SOP (TE-14).
- b. The contractor shall ensure the ship security gate (large gate) is opened 30 minutes prior to and closed immediately after transit of each ship and tug. The boat and crew shall remain on station unless the Port Operations Officer authorizes the return to base.
- c. The Contractor shall operate and maintain two Government-furnished barrier boats and two Government-furnished work boats for security gate support service. The contractor shall man boats with a minimum of one (1) Coxswain and two ordinary seamen per boat, additional crew members shall be utilized to safely conduct boat operations if required.
- d. The contractor shall provide year-round security gate coverage 365 days a year, 24 hours per day. If the Contractor fails to open either large, small, or Ford Island Bridge gate 30 minutes prior to scheduled event in POM's, or as requested by the COR, Contractor timeliness will be evaluated for quality assurance.
- e. EVENTS ANNUAL AVERAGE: The Average Scheduled Movements Table displays estimates of movements only and any difference in the actual numbers or workload experienced shall not form the basis for any claim or equitable adjustment.

AVERAGE SCHEDULED MOVEMENTS	
Small Gate	900
Large Gate	1700
Ford Island Gate	920

2.13.3 Work Boat Operations

- a. The contractor shall perform the following tasks as required by paragraph 1.7.2 with the Government-furnished work boat to include, but not limited to:
 - Movement of Waterborne Assets such as fenders, separators, camels, etc.
 - Vessel Docking Operations
 - Small Cargo Movement
 - Opening and Closing of Ship Security Gates
- b. The Contractor shall transport personnel and or equipment within the harbor within 15 minutes of notice by the COR. Contractor timeliness will be evaluated for quality assurance.
- c. The Contractor shall provide work boat services within 15 minutes of request from either the COR, Port Operations Officer, or as scheduled in POMS. Contractor timeliness will be evaluated for quality assurance.
- d. The Contractor shall provide additional work boats and service if required by the Contracting Officer. Payment for operation and maintenance of additional work boats shall be IAW the Changes clause.
- e. The contractor shall man work boats with a minimum of three qualified crew members, additional crew members shall be utilized to safely conduct boat operations if required.

2.13.4 Boat Crews

- a. Boats shall be crewed as appropriate for boat type with sufficient crew support to safely conduct operations being performed. In no case will any boat be crewed with less than two qualified personnel.
- b. The Contractor shall ensure that craft are crewed and maintained such that they are ready to support operations IAW contract requirements.
- c. Special Qualifications: All contractor personnel serving as crew on a boat or barge shall meet the training and certification qualifications (or equivalency) listed in TE-10 which shall be verified by the COR.

PART 3 - PERSONNEL REQUIREMENTS & QUALIFICATIONS

3.1. General Personnel Requirements

- 3.1.1. Non-Personal Service Statement: Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in this Performance Work Statement. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.
- 3.1.2. The Contractor is required to comply with Public Law 105-270, Section 5 (2)(A). This law states that Contractors will not perform inherently governmental functions. Section 5 (2)(A) of this Public Law defines the term "inherently governmental function" as "a function that is so intimately related to the public interest as to require performance by Federal Government employees." Per Section 5(2)(B), inherently governmental functions include management of Government programs requiring value judgments, conduct of foreign relations, selection of program priorities, and the direction of intelligence and counter-intelligence operations. Per Section 5(2)(C), inherent governmental functions DO NOT include, (i) gathering information for or providing advice, opinions, recommendations, or ideas to Federal Government officials; or (ii) any function that is primarily ministerial and internal in nature."
- 3.1.3. Contractors shall not establish an employee-employer relationship with DOD civilian employees or military personnel under this PWS. Contractors shall not provide personal services to DOD civilian employees or military personnel under this PWS. Contractor personnel may not manage, supervise or task DOD civilian employees or military personnel while performing the tasks within this PWS. Contractor personnel may not make any commitment to non-DOD personnel, including a foreign official, which commits the expenditure of US Government resources, unless specifically authorized. The training of foreign personnel is prohibited under this PWS.
- 3.1.4. Safety Program: Watercraft and personnel safety are the top priority. The Contractor shall establish and maintain a safety program to promote occupational safety for all personnel. The Contractor shall submit a Safety Plan IAW CDRL 3. The safety program shall encompass appropriate procedures and practices as necessary to establish a safe and hazard-free working environment. The program shall address areas of typical shipboard and port operations events and equipment operations, mission operations, maintenance, and housekeeping. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public and the property of others. Contractor employee smoking is permitted only in designated smoking areas. The Contractor shall ensure that its personnel comply with the U.S. Army Corps of Engineers EM 385-1-1 (2003) "Safety and Health Requirements Manual" (EM 385-1-1 is used as the DON's safety manual) and be trained in the requirements of 29 CFR 1910, 29 CFR 1925, 29 CFR 1926, HRS Chapter 396 (HIOSH) and any other applicable safety requirements.
- 3.1.5. Medical Requirements and Drug Testing: The Contractor shall provide trained, qualified, medically and psychologically fit personnel consistent with the craft mission and projected area of operation. The Contractor shall develop a drug testing program IAW 46 CFR Part 16 Section 230 based on CDRL 9 - Drug and Alcohol Plan. Testing shall be conducted on a not to interfere basis with operations. All employees involved in a work place accident whether during operations afloat or ashore will have to undergo a drug test within 24 hrs. The Contractor shall report the drug test results to the COR within one work day of receipt. The Contractor shall not allow any employee to remain on duty in support of this contract who is found to use illegal drugs. They shall be removed from the contract and the military installation, and then replaced with an equally qualified employee.
- 3.1.6. Total Workforce Management System: The Contractor shall comply with the Total Workforce Management System (TWMS) Standard Operating Procedure, TE-6, for reporting personnel working under this contract, identifying essential personnel for base access during an emergency and to track Contractor personnel requiring TWMS training.

- 3.1.7. Emergency Contact: The Project Manager (or alternate with the same authority) shall be immediately available by phone 24 hours a day, 7 days a week in order to respond to emergency situations.
- 3.1.8. The Contractor shall ensure personnel staffing remains consistent with levels proposed IAW CDRL 1 - Staffing Plan throughout the contract's period of performance.

3.2. Key Personnel

3.2.1. Key Personnel for this contract are the Project Manager and Operations Manager. The Key Personnel resumes shall be submitted with the contractor's technical proposal. The Contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with its proposal. No substitutions of key personnel shall be made except IAW the Substitution of Key Personnel section below. All key personnel must work on location at the Government-provided work site. The Contractor shall identify key personnel to the Government and provide cell phone contact information.

3.2.2. Project Manager

- a. The Project Manager (PM) shall be the Contractor's primary point of contact for the KO and the COR in matters concerning this contract. The PM shall be capable of interacting effectively with the KO, the COR and other technical and management personnel. The PM shall be able to understand and respond to their concerns in a timely manner. The Project Manager shall have the authority to commit the Contractor in all matters related to this contract. The Project Manager shall be responsible for coordinating, formulating, disseminating, recommending and performing all task requirements under this contract. The Contractor shall name an alternate PM to act in the PM's short-term absence due to leave, sickness or other unforeseen circumstances.
- b. The PM shall have demonstrated excellent management capabilities plus superior verbal and written communication skills. The PM must have demonstrated excellent management, verbal and written communication skills. The PM shall have the equivalent of ten (10) years' experience directly related to the performance requirements of this contract or shall have a Bachelor of Science Degree in Management, Marine Transportation, or Marine Engineering. This position cannot be a collateral duty with any other position. Must have at least five years oil spill response experience and have completed the following: Incident Command Systems (ICS) 100 (on line), 200 (on line), 700, and 800. PM shall hold a current minimum of 50 ton Licensed USCG Master on Inland waters or License as Operator Uninspected Towing Vessels and complete the following PQS: NAVEDTRA 43606 SIM Basic Boat Coxswain, and NAVEDTRA 43195-D Oil Spill Recovery. The PM shall have a minimum of five years marine managerial experience. Shall be able to obtain and keep current secret clearance. PM shall successfully complete required PQS/JQR within one month of reporting onsite. Shall be proficient in the following computer programs: Microsoft Word, Excel, and Power Point.

3.2.3. Operations Manager

The Operations Manager (OM) shall demonstrate excellent management, verbal and written communication skills. The OM must be capable of interacting effectively with the KO, the COR, and other technical and management personnel. The OM shall demonstrate sustained leadership skills for Operations Department. OM shall successfully complete required PQS/JQR. He or she shall have five years oil spill response experience and have completed the following: Incident Command Systems (ICS) 100 (on line), 200 (on line), 700, and 800. OM shall hold a current minimum of 50 ton Licensed USCG Master on Inland waters or License as Operator Uninspected Towing Vessels and complete the following PQS: NAVEDTRA 43606 SIM Basic Boat Coxswain, and NAVEDTRA 43195-D Oil Spill Recovery. OM shall have a minimum of five years marine managerial experience. Shall be able to obtain and keep current secret clearance. OM shall be able to pass all JQR/PQS requirements within one month of reporting on site. OM shall be proficient in the following computer programs: Microsoft Word, Excel, and Power Point. The Contractor shall name an alternate OM to act in the OM's short term absence due to leave, sickness or other unforeseen circumstances.

3.2.4. If one or more key persons, for whatever reason, becomes, or is expected to become, unavailable for work under the contract for a continuous period exceeding three workdays, or is expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall immediately notify the COR. The COR and the Contractor shall meet to determine whether and for how long the alternate can be expected to act in the place of the key person and whether and when the Contractor should begin searching for a Substitute Key Person.

3.2.5. The Contractor agrees to notify the COR and the KO in writing within two days of the removal of key personnel from contract performance and the reason(s) for the removal.

3.2.6. The Contractor shall fill the key personnel positions at all times with persons who meet or exceed the required qualifications. If the position is vacated, the Contractor shall submit a resume for the candidate proposed to fill the vacancy at least 15 days in advance of the proposed substitution for Government review. Resumes shall include, at a minimum, the following information:

- (1) Name and educational background.
- (2) Employment and experience history giving the name of each employer, the period of employment, description of duties, level of responsibility, and title.
- (3) Applicable Training, Certifications and/or Licensures

3.3. Substitution of Key Personnel

3.3.1. The Contractor shall provide a detailed explanation of the circumstances necessitating a proposed substitution. The Contractor shall provide complete resumes and applicable training records for proposed substitutes to the COR and the KO. All proposed substitutes at any time during performance of this contract must have qualifications that are equal to or higher than the qualifications of the person being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information whether, in the Government's view, the candidate meets or exceeds the required qualifications. No change in fixed unit prices may occur as a result of key personnel substitutions. The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualification terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the COR or Contracting Officer.

3.3.2. The offeror agrees to assign to the contract those persons whose resumes were submitted with its proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.

3.3.3. The offeror agrees that during the first 30 days of the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by the next paragraph below. After the initial 30-day period, all proposed substitutions must be submitted in writing to the KO via the COR, at least 15 days in advance of the proposed substitutions.

3.4. Qualifications, Conduct & Performance

3.4.1. Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements equal to or higher than the personnel requirements as set forth in the contractor's proposal and shall be fully capable of performing in an efficient, reliable, and professional manner.

3.4.2. The Contractor shall have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the PWS. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right, based on the recommendation of the COR, to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure that person's capability for effective and efficient performance. If the Contracting Officer or COR questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

3.4.3. All contract personnel shall meet the requirements of the CNIC Shore Installation Management Port Operations Personal Qualifications Standards (PQS) Advisory, TE-10 and other Navy PQS/JQR (NAVEDTRA- 43602) as applicable. The COR will sign for concurrence on all Contractor PQS/JQR. The Government will Qualify Contractor "Qualifiers" and add those names to the JBPHH Qualifiers List prior to signing PQS/JQR. Completing the Navy PQS in no way relieves the Contractor from any Coast Guard requirements or other Contractor responsibilities.

3.4.4. In the event the government has any reason to be dissatisfied with the qualifications, conduct or performance of any person employed by the contractor, the KO will provide particulars to the contractor who shall promptly investigate

and take the appropriate corrective action, including but not limited to making a change in the appointment. The contractor shall provide the KO with written information detailing the action taken and the basis for such action.

- 3.4.5. **PERSONNEL CONTINGENCY PLAN:** The Contractor shall develop a personnel contingency plan IAW CDRL 7 adequate to ensure that there shall be no interruption of training, operations, or maintenance service due to labor disruption within the Contractor's own labor force. The contingency plan must address substitution of personnel when personnel are not available due to leave, sickness or other unforeseen circumstances.