SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES 85

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N00604-16-R-3011	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	12 May 2016	N6281316RC019AW

7. ISSUED BY	8. ADDRESS OFFER TO (If other than Item 7)
CODE N00604 NAVSUP FLC PEARL HARBOR 1942 GAFFNEY STREET, STE 100 ATTN: KRISTEN MOODY JBPHH HI 96860 TEL: 808-473-7643 FAX: 808-473-3524	CODE **See Item 7** TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in N/A until 12:00 PM (Hour) local time 13 Jun 2016 (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	KRISTEN A. MOODY	808-473-7643	kristen.moody@navy.mil

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OFFER (Must be fully completed by offeror)

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

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

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

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

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

AWARD (To be completed by Government)

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

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

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

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months		
	Vessel Maintenance Services FFP Vessel Maintenance services at Joint Base Pearl Harbor Hickam are to include the labor, materials, equipment, transportation, supervision and management required to provide government property management (PWS 2.2), duty section support (PWS 2.3), hazardous material management (PWS 2.4), inclement weather support (PWS 2.5), vessel operations (PWS 2.6) and vessel and equipment maintenance (PWS all 2.7, except 2.7.3), delivered in accordance with the PWS. FOB: Destination MILSTRIP: N6281316RC019AW PURCHASE REQUEST NUMBER: N6281316RC019AW				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12	Months		
	Arizona Boat Maintenance FFP Arizona Boat maintenance services shall be performed IAW PWS paragraph 2.7.3. FOB: Destination MILSTRIP: N6281316RC019AW PURCHASE REQUEST NUMBER: N6281316RC019AW				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Group		

Depot Level Maintenance
FFP
Depot Level Maintenance services shall be performed IAW TE 4 - Projected Equipment Repair Schedule, the Master Overhaul Schedule and the applicable work specification package (TE 13) as stated in PWS para 2.7.5.
FOB: Destination
MILSTRIP: N6281316RC019AW
PURCHASE REQUEST NUMBER: N6281316RC019AW

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Group		

Reimbursables Supplies and Services

COST

Reimbursable Supplies and Services CLIN has a not to exceed amount of $1,178,000. The reimbursable items are expressly identified in the PWS and include the following:

Special Tools and Support Equipment - para 1.8

Spare and Repair Parts - para 1.8

Government Directed Special Requirements - para 1.8

Mooring Lines, Fenders, Lifesaving Equipment - para 1.8

Over and Above Work - para 1.9

Alterations - para 2.7.6

FOB: Destination

MILSTRIP: N6281316RC019AW

PURCHASE REQUEST NUMBER: N6281316RC019AW

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months		

Overtime
FFP
Funds reserved for overtime hours resulting from contingency service operations (para 1.7.4) and increased operational commitments or emergency conditions (para 1.7.3). Overtime hours needed per labor category are as follows:
General Licensed and/or Key personnel - 200 Overtime Hours
General Unlicensed and/or non-key personnel - 200 Overtime Hours
Comp Water services personnel - 100 Overtime Hours

FOB: Destination
MILSTRIP: N6281316RC019AW
PURCHASE REQUEST NUMBER: N6281316RC019AW

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		2	Months		

Vessel Maintenance Phase-In Services
FFP
Vessel Maintenance phase-in services shall be performed IAW PWS paragraph 2.1 - Transition Support
FOB: Destination
MILSTRIP: N6281316RC019AW
PURCHASE REQUEST NUMBER: N6281316RC019AW

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	Vessel Maintenance Services FFP Vessel Maintenance services at Joint Base Pearl Harbor Hickam are to include the labor, materials, equipment, transportation, supervision and management required to provide government property management (PWS 2.2), duty section support (PWS 2.3), hazardous material management (PWS 2.4), inclement weather support (PWS 2.5), vessel operations (PWS 2.6) and vessel and equipment maintenance (PWS all 2.7, except 2.7.3), delivered in accordance with the PWS. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	Arizona Boat Maintenance FFP Arizona Boat maintenance services shall be performed IAW PWS paragraph 2.7.3. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Group		
OPTION	Depot Level Maintenance FFP Depot Level Maintenance services shall be performed IAW TE 4 - Projected Equipment Repair Schedule, the Master Overhaul Schedule and the applicable work specification package (TE 14) as stated in PWS para 2.7.5. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Group		
OPTION	Reimbursables Supplies and Services				

COST

Reimbursable Supplies and Services CLIN has a not to exceed amount of $1,178,000. The reimbursable items are expressly identified in the PWS and include the following:

Special Tools and Support Equipment - para 1.8

Spare and Repair Parts - para 1.8

Government Directed Special Requirements - para 1.8

Mooring Lines, Fenders, Lifesaving Equipment - para 1.8

Over and Above Work - para 1.9

Alterations - para 2.7.6

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months		
OPTION	Overtime				

FFP

Funds reserved for overtime hours resulting from contingency service operations (para 1.7.4) and increased operational commitments or emergency conditions (para 1.7.3). Overtime hours needed per labor category are as follows:
General Licensed and/or Key personnel - 200 Overtime Hours
General Unlicensed and/or non-key personnel - 200 Overtime Hours
Comp Water services personnel - 100 Overtime Hours

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	Vessel Maintenance Services FFP Vessel Maintenance services at Joint Base Pearl Harbor Hickam are to include the labor, materials, equipment, transportation, supervision and management required to provide government property management (PWS 2.2), duty section support (PWS 2.3), hazardous material management (PWS 2.4), inclement weather support (PWS 2.5), vessel operations (PWS 2.6) and vessel and equipment maintenance (PWS all 2.7, except 2.7.3), delivered in accordance with the PWS. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months		
OPTION	Arizona Boat Maintenance FFP Arizona Boat maintenance services shall be performed IAW PWS paragraph 2.7.3. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Group		
OPTION	Depot Level Maintenance FFP Depot Level Maintenance services shall be performed IAW TE 4 - Projected Equipment Repair Schedule, the Master Overhaul Schedule and the applicable work specification package (TE 15 and TE 16) as stated in PWS para 2.7.5. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION			Group		

Reimbursables Supplies and Services

COST

Reimbursable Supplies and Services CLIN has a not to exceed amount of $1,178,000. The reimbursable items are expressly identified in the PWS and include the following:

Special Tools and Support Equipment - para 1.8

Spare and Repair Parts - para 1.8

Government Directed Special Requirements - para 1.8

Mooring Lines, Fenders, Lifesaving Equipment - para 1.8

Over and Above Work - para 1.9

Alterations - para 2.7.6

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION		12	Months		

Overtime

FFP

Funds reserved for overtime hours resulting from contingency service operations (para 1.7.4) and increased operational commitments or emergency conditions (para 1.7.3). Overtime hours needed per labor category are as follows:

General Licensed and/or Key personnel - 200 Overtime Hours

General Unlicensed and/or non-key personnel - 200 Overtime Hours

Comp Water services personnel - 100 Overtime Hours

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	Vessel Maintenance Services FFP Vessel Maintenance services at Joint Base Pearl Harbor Hickam are to include the labor, materials, equipment, transportation, supervision and management required to provide government property management (PWS 2.2), duty section support (PWS 2.3), hazardous material management (PWS 2.4), inclement weather support (PWS 2.5), vessel operations (PWS 2.6) and vessel and equipment maintenance (PWS all 2.7, except 2.7.3), delivered in accordance with the PWS. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		
OPTION	Arizona Boat Maintenance FFP Arizona Boat maintenance services shall be performed IAW PWS paragraph 2.7.3. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Group		
OPTION	Depot Level Maintenance FFP Depot Level Maintenance services shall be performed IAW TE 4 - Projected Equipment Repair Schedule, the Master Overhaul Schedule and the applicable work specification package (TE 17 and TE 18) as stated in PWS para 2.7.5. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004			Group		
OPTION	Reimbursables Supplies and Services				

COST

Reimbursable Supplies and Services CLIN has a not to exceed amount of $1,178,000. The reimbursable items are expressly identified in the PWS and include the following:

Special Tools and Support Equipment - para 1.8

Spare and Repair Parts - para 1.8

Government Directed Special Requirements - para 1.8

Mooring Lines, Fenders, Lifesaving Equipment - para 1.8

Over and Above Work - para 1.9

Alterations - para 2.7.6

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		12	Months		
OPTION	Overtime				

FFP

Funds reserved for overtime hours resulting from contingency service operations (para 1.7.4) and increased operational commitments or emergency conditions (para 1.7.3). Overtime hours needed per labor category are as follows:
General Licensed and/or Key personnel - 200 Overtime Hours
General Unlicensed and/or non-key personnel - 200 Overtime Hours
Comp Water services personnel - 100 Overtime Hours

FOB: Destination

NET AMT

Section C - Descriptions and Specifications
PERFORMANCE WORK STATEMENT

PART 1- GENERAL INFORMATION

1.1 Introduction

This is a non-personal services contract to provide Vessel Maintenance 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 Vessel Maintenance 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 properly configured vessels available when required to meet the Government's operational commitments. This PWS describes the performance requirements and quantifiable deliverables to be performed in support of CNRH Vessel Maintenance Services.

1.5 Scope

CNRH seeks a qualified Contractor to provide a logistics and maintenance program that ensures timely and effective vessel maintenance, logistic support, equipment maintenance, vessel operation for maintenance purposes, and asset inventory. The Contractor shall be responsible for the maintenance and repair of various watercraft and 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 vessel overhaul to scheduled and unscheduled maintenance. The principal labor categories required in the performance of this contract are primarily, mechanics, mechanic's helpers, qualified boat crews, and administrative support personnel.

1.6 Period of Performance

The period of performance shall be as follows:

Sixty (60) Day Phase-In	*1 Aug 2016 – 30 Sep 2016*
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 must maintain an adequate workforce for the uninterrupted performance of all operational tasks defined within this PWS during normal port hours.

1.7.3 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 will be required to perform tasks outside of the normal port hours of operations. Duty Section personnel will be required to perform tasks IAW paragraph 2.3 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, and Comp Water services 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.

1.7.4 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.

1.7.5 Place of Performance:

a. Primary: The Contractor will use Government-owned facilities located on Ford Island, Hawaii in buildings 3 (hereinafter "Regional Maintenance Center"), 217, and 217A 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. 3, 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 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.

b. Alternate: In cases of unforeseen conditions or contingencies (e.g., pandemic conditions, exercises, etc.), the Government may approve operations at an alternate location within the local travel area (an alternate place of performance). Any equipment such as laptops or phones provided to Contractor personnel shall be returned at the termination of the engagement or at another time mutually agreeable to both parties. Contracting Officer Representative (COR) approval is required. To the extent possible, the contractor shall use best efforts to provide the same level of support as stated in the PWS.

1.7.6 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 Officers 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 will 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.

1.7.7 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.

1.7.8 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

1.7.9 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.).

1.7.10 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.

1.7.11 Uniforms: All Contractor employees including the PM 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.

1.7.12 Employee Listing: The Contractor shall maintain and provide when employee changes are made or upon request by the Government a current listing of employees. The list shall include the employee’s name, labor category, job title (if different from labor category), and collateral duties.

1.7.13 Contractor Vehicles: If required, the Contractor must 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, if applicable.

1.7.14 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. Notification to the COR shall occur within one hour of the incident. Contractor shall submit a written report to the KO and COR within twenty-four hours following the incident, reporting the facts, listing deaths, reporting the extent of damages or bodily injuries, and listing recommendations to prevent recurrence. Contractor shall complete drug and alcohol testing of all personnel IAW 46 CFR. Results of drug or alcohol test shall be reported to the COR within 24 hours of receipt.

1.7.15 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.

1.7.16 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 shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.7.17 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 the Vessel Maintenance 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.

1.7.18 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 permitting 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.

1.7.19 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 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.

1.7.20 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.

1.7.21 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).

1.7.22 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 the 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.

1.7.23 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.

1.7.24 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 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 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.

1.7.25 Government-Furnished Items And Services

a. Government-Furnished Property (GFP): The Contractor shall take custody of the Government-furnished watercraft and equipment 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: Repair of any GFP damaged by the Contractor due to negligence, vandalism, or poor workmanship shall be repaired or replaced by the Contractor at no cost to the Government.

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 and returned to the Government.

d. Forklifts: The Government will provide forklifts 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 forklift. In the event a forklift is damaged while in the Contractor's possession, and not through Government action, 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 at the end of their service life with new boats of similar type and size. The Government expects to replace 6-8 boats per year. When a new replacement boat is received the Contractor shall inventory, and prepare the boat for service. During this period of overlap, the contractor is responsible for maintenance on both vessels until the excess boats can be removed from the inventory.

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)
- Network access and services to workstations as required
- Two NMCI computer workstations with one printer in Bldg. 3. 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.

1.7.26 <u>Contractor-Furnished Items</u>

a. Cell Phones: The Contractor Key Person (the Project Manager) shall be available via cell phone at all times during normal work hours. The Contractor shall provide the COR and KO with Key Persons 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 17. 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
- Mooring Lines, Fenders, Lifesaving Equipment
- 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. The Contractor shall submit a Purchase Orders $500 and Below Weekly Report IAW CDRL 20 to the COR for all reimbursable purchases at or below $500.

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. An e-mail request is sent to the COR which describes the purchase and has the vendor quote attached. The COR shall provide the contractor with written acceptance with applicable CLIN, or declination.

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 Watercraft Overhaul 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-13 through TE-18. Based on TE-4 and the acquired work specification packages, the Contractor shall submit a 12 month project completion schedule

IAW CDRL 23 - Master Overhaul Schedule for Government approval. The COR may request the Contractor make revisions to CDRL 23 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 Vessel Maintenance 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 (watercraft 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 17. 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.

PART 2 – SPECIFIC TASKS

Task Areas	Suggested Labor Categories	Estimated # FTEs
2.1 Transition Support		
2.2 Property Management	Warehouse Specialist	2
2.3 Duty Section Support	Coxswain (Small Craft)	1
	Deckhand	1
	Diesel Mechanic	1
	Dispatcher	1
2.4 Hazardous Material Management	HAZMAT Trained Personnel	1
2.5 Inclement Weather Operations Support		
2.6 Vessel Operations	Tankerman for Comp Water Offloads	2
	Confined Space Safety & Shipyard Competent Persons	2
	Coxswain	2
	Dispatcher	1
	Deckhand	4
2.7 Vessel & Equipment Maintenance	Yamaha OEM Certified Mechanics	6
	Diesel Mechanics	4
	Cummins Certified Marine Diesel Mechanic	1
	Marine Electrician	1
	Welder	1

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 new Contractor will be allowed to work and be integrated with existing Government and incumbent Contractor personnel to complete all training and indoctrination of its personnel. The Government will provide Contractor personnel with familiarization training for the operations. The COR will coordinate all crew familiarization and training efforts on a not-to-interfere with operations basis. The timely completion of all training is a Contractor responsibility. 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 18 - Government Furnished Property Inventory.

2.1.2 The Contractor shall successfully complete all familiarization and applicable training IAW TE-10, Vessel Maintenance Training Plan, and provide to 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:* 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.

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 vessel maintenance contract, the final inventory shall be conducted with the COR or ACOR. If a follow-on contractor is phasing in, the current contractor shall conduct a joint inventory with the follow-on contractor and the COR or ACOR.

2.1.6 The contractor shall deliver all inventory material 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 1through 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 18 - 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 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 duty section shall consist of personnel for maintenance, fueling and check-in and check-out of vessels. These personnel shall be located at Bldg. 3.

2.3.1 Duty Section personnel shall transport vessels and trailers on a routine and non-routine basis to include, but not limited to:

a. Routine 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. Non-Routine transporting may include moving vessels in support of security operations, severe weather conditions, and custody transfers.

2.3.2 The Contractor shall perform sounding and security watches on all port operations watercraft and facilities at least 3 times per day in 8-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 2 hours. Duty section personnel shall perform the applicable sounding and security watches outside of normal Government business hours. The personnel performing sounding and security watches must complete the PQS for NAVEDTRA 43602 for Sounding & Security.

2.3.3 Duty Section personnel shall refuel all craft and report status of fuel at the Weekly Operations Meeting. 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.

2.3.4 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. HSB navigation system, radio, navigation lights, bilge pump, fire suppression, etc.).

2.3.5 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.

2.3.6 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.

2.3.7 Duty Section Report. The Contractor shall issue a report listing the personnel assigned and work accomplished by the duty section IAW CDRL 22.

2.4 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:

2.4.1 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.

2.4.2 The Contractor shall submit annual reports to Emergency Planning and Community Right-to-Know Act (EPCRA) and Commander Navy Region, Hawaii CNRH Storefront Safety Office.

2.4.3 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.

2.4.4 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.

2.4.5 The Contractor shall ensure all Contractor employees receive training IAW applicable OSHA, EPA, and State regulations for hazardous materials generated during operation.

2.4.6 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.

2.4.7 The Contractor shall be responsible for all spills that it causes into the environment and shall immediately 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 expenses/fines incurred as a result of any acts of noncompliance or negligence or violation of federal, state or local laws and regulations as a result of the Contractor's management of regulated waste or hazardous materials.

2.5 Inclement Weather Operations Support

2.5.1 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.

2.5.2 *Storm Sortie:* Within one hour of a weather emergency event, the Contractor shall make available the required number of personnel to provide operational support to relocate and secure all service craft and boats as coordinated by the COR.

2.5.3 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 dependent upon the local weather conditions. Typical tasks that the Contractor should 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. As directed 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.
- 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, sortied craft and assigned buildings.

2.6 Vessel Operations

The Contractor will be required to operate port operations boats as necessary for maintenance; however, the Contractor will not be required to operate the vessels in performance of Government security and Arizona Tour missions and duties.

2.6.1 Operations

a. The Contractor will be required to operate all craft listed in TE-2 to include a 25 meter (78 foot) double-ended passenger and vehicle ferry over a fixed route between two terminals. Contractor employees operating small craft must possess a USCG 50 Ton Inland water license. The operator must be assisted by one qualified deckhand. Boat operators must complete the following PQS: NAVEDTRA 43606 SIM Basic Boat Coxswain prior to independent operation of small craft is permitted. These craft operators must be qualified to operate all boats listed in the TE-2 in order to support maintenance operational testing. 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.

b. The Contractor shall comply with the technical and administrative regulations, equipment publications, instructions and notices. In the absence of a Standard Operating Procedure (SOP) for any given operational function, the Contractor shall generate the required SOP within 45 days of identification, citing Best Industry Practices and/or DoD guidelines, whichever is more stringent. Electronic and/or hardcopies of all SOPs shall be kept in the Technical Library.

c. Working Conditions: The operator works on a harbor which is well protected with few severe weather conditions, where tidal currents are of known directions and velocities and commercial traffic is usually light but ranges to moderately heavy in peak periods. Some boats are equipped with radar for navigation and traffic avoidance during poor visibility. The boats operate on exposed estuaries with adequate depth and width of channels, in all seasons and weather conditions.

d. Boat Crews: 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 fewer than 2 qualified personnel.

2.6.2 *Transporting:* The contractor shall haul and/or transport port operations vessels and trailers, as necessary to support contract performance. 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.

2.6.3 *Security Watches:* The Contractor shall perform sounding and security watches on all port operations watercraft and facilities 24 hours a day in 2-hour intervals. The personnel performing sounding and security watches must complete the PQS for NAVEDTRA 43602 for Sounding & Security.

2.6.4 *Comp Water Offloads:* The Contractor shall accomplish all comp water (compensating seawater) offloads scheduled in POMS or as directed by the COR. Vessels use comp water to move fuel through their tanks, the water then becomes contaminated with fuel. The Contractor shall anticipate a range of 1000 to 1200 hours of comp water offloads per year. A minimum of 2 personnel shall be qualified as Tankerman in order to support simultaneous comp water transfers. All Contractor personnel engaged in transferring comp water, slops or waste oil shall have USCG Tankerman documentation and licenses necessary for the operation. Tankerman shall comply with the requirements of 33 CFR155.710 (b).

2.6.5 *Confined Space Entry:* The Contractor shall provide a minimum of 2 trained and qualified personnel for confined Space Safety & Shipyard Competent Person to continue certification of space entry after it has been certified by a Marine Chemist. A Marine Chemist shall be provided by the contractor on a reimbursable basis.

2.6.6 The Contractor shall keep boats in boatlifts unless the boats are in use. If the boatlift is out of service the Contractor shall trailer the boat out of the water.

2.6.7 The Contractor shall perform Equipment Check-In/Check-Out inspections prior to each operation or utilization of a vessel or piece of support equipment.

2.6.8 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.

2.6.9 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.

2.6.10 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.

2.7 Vessel and Equipment Maintenance

2.7.1 General Maintenance

a. The Contractor shall maintain all watercraft, their onboard systems and associated equipment IAW original equipment manufacture's (OEM) manuals, Navy's PMS, Contractor SOP's, and Industry Standards. Vessels

requiring maintenance shall be scheduled and coordinated with the Dockmaster Operations Center. The Contractor shall accomplish Government-directed and approved boat 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, 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 watercraft, their onboard systems, associated equipment and other assigned port service areas and equipment. The Contractor shall conduct maintenance and preservation for each vessel and piece of equipment IAW its approved maintenance plan. Preventive maintenance shall ensure to the maximum extent possible: continuing operation, 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 watercraft, their onboard systems, and associated equipment to ensure mission readiness 24-hours a day. Corrective maintenance and repairs shall be accomplished such that the craft'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, injector replacement, gunwale repair, piping repair, breaker or transformer replacement, deck fitting repairs, leak correction and engine overhauls.

d. *Maintenance Personnel:* The Contractor shall have sufficient personnel to perform all preventive and corrective maintenance. The Contractor shall consider using available contractor personnel to accomplish craft 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 maintenance and repairs in a timely manner.

e. *Vessel and Equipment Maintenance Plans:* The Contractor shall develop preventive and corrective maintenance plans for all vessels, trailers, boatlifts and equipment utilizing TEs-1 through 3 to submit annually and when revisions are necessary IAW CDRL 15 - Vessel and 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. The government-approved maintenance schedule shall also be provided to Project Manager for the Port Operations contract prior to base year or option year start date.

f. *Maintenance Software Program:* Contractor shall utilize a Government-approved maintenance software program such as the Wheelhouse Technologies electronic maintenance program to do the following:

1. Track and provide up-to-date maintenance history, maintenance cost per vessel and equipment, trailers, boatlifts, scheduling of preventive maintenance, parts inventory, boat location, boat operational status, make/model/serial/part number, communications and navigation equipment, engine hours and expense tracking.
2. Update preventive and corrective maintenance and scheduled DROH's (Docking Regular Overhauls).
3. Input data from the approved maintenance plans CDRL 15 into the maintenance software to produce an annual maintenance schedule that shall be provided to the Government NLT 45 calendar days after phase-in start and NLT 5 days prior to the start of each option year.
4. Provide a reminder notification of scheduled maintenance to the Dockmaster Operations Center a minimum of five days in advance and provide the Dockmaster Operations Center advance notification of unscheduled, corrective maintenance to the maximum extent practicable.
5. Close vessel repair orders in the maintenance software when work is complete and prior to the vessel moving from one location to another.
6. The Government shall be given Administrative user roles in order to edit program.

g. *Dispatcher Services:* The Contractor shall also track the check-out and check-in of all vessels, craft, and equipment. The Contractor employee(s) performing dispatcher services must be proficient in the Port Operations Management System (POMS), the maintenance software, Microsoft Word, Excel, and Power Point.

h. *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.

i. *Interior Spaces:* All interior spaces shall be maintained in a clean, corrosion/rust-free and properly painted 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.

j. *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.

k. *Hull and Weather Decks:* The exterior hull, weather decks and superstructure, including ladders, booms, winches, capstans, and all other deck fittings, shall be maintained in a clean, corrosion-free condition. Waterline and draft marks shall be repainted with sufficient frequency to ensure their visibility IAW Navy Standard Technical Manuals (NSTM). The national ensign, jack, pennants, and signal flags shall be clean and un-tattered.

l. *Engineering Spaces:* Engineering spaces shall be maintained in a neat, clean, oil-free condition with bilges dry and oil-free. Attention shall be given to small leaks, insulation and lagging, painting and preservation, equipment stowage, and similar housekeeping items. Machinery shall be maintained to original equipment manufacturers specifications and professional marine engineering standards of material condition and readiness required for mission performance. Packing glands, guards, and other similar items shall be routinely maintained. Constant attention shall be given to maintenance and repair actions that impact on safety. A sound painting and coating system shall be maintained. Status boards, posted instructions and diagrams shall be neatly and accurately maintained.

m. *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.), as applicable.

n. *Testing:* The Contractor shall be responsible for all calibration, weight test, and hydro-static testing programs on a reimbursable basis.

2.7.2 Other Services

a. The Contractor shall prepare new boats for service. Once boats are in service, the Contractor shall prepare old boats for disposal or GSA auction as directed by the COR.

b. The Contractor shall receive fuel, maintain the fuel pumps and tanks, maintain custody of fuel keys, and track fuel usage utilizing the FuelMaster program. The Contractor shall report fuel usage for each vessel and piece of support equipment on a monthly basis IAW CDRL 19. The Contractor shall submit the Fuel, Oil, Water (FOW) reports to the COR Mondays and Thursdays weekly IAW CDRL 16. The Contractor shall notify the COR anytime an increased fuel usage is projected which was not covered in the FOW.

c. In the event of a fuel oil spill, the Contractor shall immediately notify Port Operations control tower by phone and stand by onsite for the response team.

d. The Contracting Officer may direct the Contractor to perform maintenance on boats not identified on the TE-2 on a reimbursable basis. The Government expects 8-10 instances of this type of extra work per year. The Contractor shall perform diagnostics and repair of Marine Electrical Equipment and Systems.

e. The Contractor shall overhaul and repair Yamaha gasoline engines plus Detroit and Cummins Diesel engines and transmissions.

f. The Contractor shall repair fabric covers for vessels and equipment.

g. The Contractor shall conduct preservation of vessel and equipment utilizing spray booth to abrasive blast and spray paint. The contractor shall procure, set up and equip a portable paint booth sufficient in size to fit all trailerable vessels on the backlot grounds of Bldg. 3 as approved by the COR. The Contractor is responsible for any necessary permitting, containment, collection, and disposal IAW all federal, state and local environmental regulations.

h. The Contractor shall provide a weekly Maintenance Status Report IAW CDRL 21 for vessels and equipment.

2.7.3 Arizona Boat Maintenance

a. The Contractor shall clean and maintain the USS Arizona tour boats utilized for ferry service to the Arizona Memorial.

b. Six Arizona Memorial tour boats are provided and three must be in a ready-for-use condition at all times, even if a vessel is in overhaul, the three boat requirement still remains. On several days throughout the year (e.g. December 7th, Memorial Day, Veterans Day, etc.), two additional boats (for a total of five) may be required. The Arizona Memorial is open every day of the year except Thanksgiving, Christmas, and New Year's Day.

c. The Contractor shall clean work areas after conducting tour boat maintenance.

d. The Contractor must provide, at least, one Cummins certified mechanic dedicated to the maintenance of the tour boats.

2.7.4 Harbor Security Boats (HSB)

a. The Contractor shall maintain the HSB's including spare engines and trailers. The JBPHH Security Department will operate the HSB's. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements. A minimum of six HSB's shall be fully operational at all times. Having an HSB in overhaul does not mitigate the requirement to have six HSB's operational.

b. The Contractor shall perform a visual inspection of each vessel on a daily basis to collect engine hours and to make a record of the condition of the each boat.

c. CNRH Barge (R-1) & JBPHH GIG (JB-1) Maintenance: The Navy's Port Operations department will operate both R-1 and JB-1. However, the Contractor shall operate the boats as necessary for maintenance and fueling purposes. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

2.7.5 Depot Level Maintenance

a. Depot level maintenance (watercraft overhauls) shall be scheduled and conducted using TE 4 - Projected Watercraft Overhaul Schedule, the Master Overhaul Schedule (CDRL 23), and the applicable work specification package (TE 13 through TE 18). 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 to support its mission. Consequently, when any vessel 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 vessel capable of performing the full operational function of the vessel being temporarily replaced. The Contractor shall provide the replacement vessel within three working days of the date the Government-owned vessel was scheduled to return to service and shall keep the replacement vessel in service on the contract until the Government vessel is made fully available, all at no cost to the Government.

2.7.6 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 vessels and equipment. 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.

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 Person

3.2.1. Key Person for this contract is the **Project Manager (PM).** The Key Person resume shall be submitted with the contractor's technical proposal. The Contractor agrees to assign to this contract a person identified as the key person whose resume was submitted with its proposal. No substitution of the key person shall be made except IAW the Substitution of Key Personnel section below. The Key Person must work on location at the Government-provided work site. The Contractor shall identify the Key Person 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. 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.

3.2.4. 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.

3.2.5. 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. <u>Qualifications, Conduct & Performance</u>

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 substation of personnel when personnel are not available due to leave, sickness or other unforeseen circumstances.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0006	POP 01-AUG-2016 TO 30-SEP-2016	N/A	N/A FOB: Destination	
1001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
1002	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
1003	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
1004	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
1005	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
2001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	
2002	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	
2003	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	
2004	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	

2005	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination
3001	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination
3002	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination
3003	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination
3004	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination
3005	POP 01-OCT-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

TBD

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

TBD

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	**TBD**
Issue By DoDAAC	**TBD**
Admin DoDAAC	**TBD**
Inspect By DoDAAC	**TBD**
Ship To Code	**TBD**
Ship From Code	**TBD**
Mark For Code	**TBD**
Service Approver (DoDAAC)	**TBD**
Service Acceptor (DoDAAC)	**TBD**
Accept at Other DoDAAC	**TBD**
LPO DoDAAC	**TBD**
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

TBD

(g) WAWF point of contact.

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

TBD

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

(End of clause)

APPOINTMENT OF COR/ACOR

a. The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Name: **TBD**

Mailing Address:
Telephone:

b. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR (ACOR) acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the ACOR:

Name: **TBD**

Mailing
Address:
Telephone:

c. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort outside the existing scope of the contract.

d. When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the delivery order; or until the issue has been otherwise resolved.

e. In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the ACOR.

f. Please refer to the COR Appointment Letter for Contract Administration appointments and duties.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014

52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.232-17	Interest	MAY 2014
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-20	Warranty Of Services	MAY 2001
52.246-23	Limitation Of Liability	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015

252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.217-7028	Over And Above Work	DEC 1991
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7000	Hardship Conditions	AUG 2000
252.247-7002	Revision of Prices	DEC 1991
252.247-7006	Removal of Contractor's Employees	DEC 1991
252.247-7007	Liability and Insurance	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

ADDITIONAL CLAUSES

The following provisions and clauses are only applicable to the Firm-Fixed Price CLINs

52.227-1	Authorization and Consent
52.228-5	Insurance - Work on a Government Installation
52.229-3	Federal, State and Local Taxes
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)
52.232-1	Payments
52.232-8	Discounts for Prompt Payment
52.232-11	Extras
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II
52.246-4	Inspection of Services -- Fixed-Price
52.249-2	Termination for Convenience of the Government (Fixed-Price)
52.249-8	Default (Fixed-Price Supply & Service)
252.243-7001	Pricing Of Contract Modifications

The following provisions and clauses are only applicable to the Cost Reimbursable CLINs

52.216-7	Allowable Cost and Payment
52.216-11	Cost Contract—No Fee
52.232-22	Limitation of Funds
52.233-3 Alt I	Protest After Award
52.242-1	Notice of Intent to Disallow Costs
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.242-15 Alt I	Stop-Work Order
52.243-2 Alt II	Changes -- Cost-Reimbursement
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.246-5	Inspection of Services -- Cost-Reimbursement
52.249-6	Termination (Cost-Reimbursement)
52.249-14	Excusable Delays
252.242-7006	Accounting System Administration
252.244-7001	Contractor Purchasing System Administration

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 50 months.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	**Monetary Wage -- Fringe Benefits**
Deck Hand	$19.30
Dispatcher, Motor Vehicle	$17.45
Electrician, Maintenance	$28.54
General Vessel Assistant	$19.30
Laborer	$17.45
Maintenance Trades Helper	$15.62
Warehouse Specialist	$21.15
Welder, Combination, Maintenance	$26.70

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AVAILABILITY OF FUNDS

Pursuant to FAR 52.232-18, the Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The notice of availability of funds issued pursuant to this clause will be posted to the NAVSUP FLC Norfolk web page at

https://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/con_navsupflcn

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: http://acquisition.gov/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake

activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal

Acquisition Regulation 3.104-2.

(End of provision)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation*. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

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

Controlled technical information, covered contractor information system, and covered defense information defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, ``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/10.6028/NIST.SP.800-171), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall

submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA	.....	.....

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA	.....	.....
0002.....	Monitor.....	20	EA	.....	.....

(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert ``See Schedule'' in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

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

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium

Canada
Czech Republic
Denmark
Egypt
Finland
France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Poland
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incoporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 0001-0005 is/are incrementally funded. For this/these item(s), the sum of $---- TBDof the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract $--

(month) (day), (year) $----

(month) (day), (year) $----

(month) (day), (year) $----

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or

civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use
its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services during periods of crisis. The offeror shall--

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service'' personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS

CONTRACT EXHIBITS (CE)

CE 1 - Contract Data Requirements List (CDRLs)

CE 2 - Wage Determination 2005-2153 Rev. 21

CE 3 - Wage Determination 2015-0214 Rev. 2

CE 4 - Quality Assurance Surveillance Plan (QASP)

CE 5 - Contract Administration Plan (CAP)

CE 6 - Contractor Temporary Base Access Request

TECHNICAL EXHIBITS (TE)

TE 1 – Scheduled Government-Furnished Property (GFP)

TE 2 – Watercraft & Support Equipment List

TE 3 – Special Tools & Equipment List

TE 4 – Projected Watercraft Overhaul Schedule

TE 5 - CNIC Shore Installation Management PQS

TE 6 - Total Workforce Management System (TWMS) SOP

TE 7 - Total Workforce Management System (TWMS) Report Form

TE 8 - JBPHH Emergency Management Plan

TE 9 – Building 3, 217, 217A and Backlot

TE 10 - Vessel Maintenance Training Plan

TE 11 - Definitions and Acronyms

TE 12 - Applicable Publications

TE 13 - SWOB 12 Overhaul Specifications (FY17)

TE 14 – SWOB 48 Overhaul Specifications (FY18)

TE 15 - YC-1485 Overhaul Specifications (FY19)

TE 16 - JB-1 Overhaul Specifications (FY19)

TE 17 - YC-1660 Overhaul Specifications (FY20)

TE 18 - R-1 Overhaul Specifications (FY20)

SECTION M - ATTACHMENTS

Attachment 1 – CDRL 1 Staffing Plan and Management Plan

Attachment 2 – CDRL 2 Quality Control Plan

Attachment 3 – CDRL 3 Safety Plan

Attachment 4 – CDRL 4 Property Management Plan

Attachment 5 – CDRL 5 Transition Plan

Attachment 6 – CDRL 6 Training Plan

Attachment 7 – Past Performance Information Form

Attachment 8 – Past Performance Questionnaire

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611.

(2) The small business size standard is 1250 employees.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

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

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

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-17 OWNERSHIP OF CONTROL OF OFFEROR (NOV 2014)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [___] has or [___] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has'' in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:
___
Immediate owner legal name: ___

(Do not use a ``doing business as'' name)

Is the immediate owner owned or controlled by another entity?:
[___] Yes or [___] No.

(d) If the Offeror indicates ``yes'' in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:
___
Highest-level owner legal name:
___

(Do not use a ``doing business as'' name)

(End of provision)

52.204-20 Predecessor of Offeror (APR 2016)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by NATO's Support Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete
as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL REQUIREMENTS

I. PROPOSAL SUBMISSION

A. Submission of Proposals

Proposal shall be submitted via e-mail and received by the contact listed below by the offer due date and time specified in Block 9 of the solicitation cover sheet (SF33). Proposals submitted via facsimile (fax) will NOT be accepted. In the e-mail subject line please reference the RFP number, offeror's name, and volume numbers(s) attached in the e-mail. Each volume shall be provided as a separate attachment.

Kristen Moody
NAVSUP Fleet Logistics Center Pearl Harbor, HI
Email: Kristen.Moody@navy.mil
Phone: 808-473-7643

B. General

(1) Offerors shall respond to all requirements of the solicitation/RFP document. Alternate proposals are not authorized. The proposal shall be submitted in separate volumes. Each page of the offeror's proposal shall be affixed with: ***Source Selection Information, See FAR 2.101 and 3.104.***

Volume I – Technical Proposal
Volume II – Past Performance Proposal
Volume III – Price Proposal

(2) Each volume shall have a Cover Page and Table of Contents described as follows:

a. ***Table of Contents:*** The table of contents should provide sufficient detail to allow the important elements within the volume to be easily located.

b. ***Volume Cover Page:*** Each volume's cover page must include:

- RFP Number
- Proposal Category (Technical, Past Performance, Price)
- Volume Number
- Company Name, Mailing Address & Website Address
- Primary point of contact - name, phone number, and e-mail address
- Alternate point of contact - name, phone number, and e-mail address
- CAGE Code, TIN and DUNS Number
- NAICS code(s)
- Business Size
- Socioeconomic Program (i.e., 8(a), HUBZone, SDVOSB, or WOSB), if applicable

c. ***Technical Proposal Subfactor Cover page:*** In addition to the volume cover page, each technical proposal subfactor shall begin with its own individual cover page. The subfactor name and number shall be identified on the cover page.

(3) Formal Communications

a. Formal communications such as requests for clarification and/or information concerning this solicitation shall be submitted in writing, electronically, to Kristen Moody at kristen.moody@navy.mil and courtesy copy (cc) julie.nguyen-livic@navy.mil.

b. No information concerning this solicitation or requests for clarification will be provided in response to Offeror initiated telephone calls. All such requests must be made in writing and submitted to the above email address. The deadline for submission of questions regarding this solicitation is no later than **23 May**

2016 at 11:00am (HST). For each question, comment or observation, please identify the RFP paragraph number and page number being referenced.

(4) Proposals must adhere to the following instructions.

a. These instructions are designed to ensure the submission of information essential to understanding the proposal. Offerors are cautioned to follow the detailed instructions fully and carefully, as the Government reserves the right to make award based on initial offers received, without discussions of such offers.

b. Proposals must be complete, concise, comprehensive, and presented in the manner described in this section. Elaborate art work, expensive paper, and/or expensive visual and other presentation aids are neither necessary nor desired. Excessive reliance on promotional brochures is discouraged.

c. Offerors are advised that the evaluation of technical proposals will be conducted in strict confidence.

d. Offerors shall submit enough information to enable the evaluation committee to fully ascertain each offeror's capability to perform all of the requirements of this solicitation. All commitments made in the proposal may become a part of the resultant contract. The offeror's proposal is presumed to represent his best effort to respond to the solicitation.

e. The offeror is responsible for the validity of all information supplied in the proposal, including that provided by potential subcontractors. Should subsequent investigation reveal that the facts and conditions were not as stated, the proposal may be rejected. The burden of proof of financial and price credibility rests with the offeror. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the resources required and/or the proposer's ability to perform the contract.

f. Offerors may, at the discretion of the Government, be asked to provide more information and clarification regarding their proposals. The Government may make a final determination as to whether an offer is acceptable or unacceptable solely on the basis of the proposals as submitted, without requesting any further information. However, if it is deemed necessary the Government may, at its sole discretion, request additional information clarifying or supplementing but not substantially changing any proposal as submitted.

g. The PCO will establish a competitive range IAW FAR 15.306(c). For that purpose, if the Government conducts discussions with any offeror in the competitive range, the Government shall conduct discussions with all offerors in the competitive range. Proposals must be submitted in the prescribed format and contain sufficient details to enable a thorough evaluation and sound conclusions as to the technical and management competence of offerors and their ability to perform the required contract services. The proposal shall be written in a clear manner, using plain language. Information supplied shall be closely aligned with requirements of the solicitation and shall be free from ambiguities. Ambiguous statements or statements with dual meanings will be interpreted unfavorably. Proposals shall be precise, factual, complete, and describe in sufficient detail the proposed method(s) of accomplishing tasks set forth in the Performance Work Statement (PWS).

C. Proposal Format

This section specifies the format that Offerors shall use in the solicitation. The intent is not to restrict the Offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

Volumes I & II shall be:

- Single-Spaced Body Text
- Times New Roman Font
- 12 Point Size Type or Larger
- One Inch Margins On All Sides
- Each "page" is one sheet on 8-1/2" x 11"
- Multiple pages or foldouts count as an equivalent number of 8 ½" x 11" pages.
- Portrait Page Orientation

- Pages Sequentially Numbered
- E-mail delivery in Portable Document Format (PDF)

Volume III shall include:

- E-mail delivery only in Excel Spreadsheet format
- All formulas used shall be viewable and accessible in order to check for mathematical correctness
- Arial font size no smaller than 8

PAGE LIMITATIONS:

Volume	Title	Copies	Limit*	Software	Delivery Format
I	Technical Proposal	1 electronic via e-mail	150 pages	Word	PDF
II	Past Performance Documentation	1 electronic via e-mail	50 pages	Word	PDF
III	Price Proposal	1 electronic via e-mail	No limit	Excel	Excel

* Pages submitted in excess of the page limits will not be evaluated. The page limitations apply to both the initial offer and any final proposal revision (if applicable). The page number limitation does not include the transmittal letter, cover page, table of contents, dividers or resumes.

II. PROPOSAL CONTENT

A. VOLUME I – TECHNICAL PROPOSAL (FACTOR 1)

The Technical Proposal shall be precise, detailed, and complete. The offeror shall provide a narrative description in sufficient detail that addresses each of the following technical areas, excluding any reference to the pricing aspect of the offer. Volume I technical proposal shall include the following subfactors:

TECHNICAL APPROACH *(Sub-Factor 1.1)*

The offeror shall demonstrate its technical capability to perform the PWS tasks set forth in the solicitation by competently describing the technical approach and methods it will use to successfully achieve the required performance objectives/standards. Offerors shall demonstrate an overall understanding of mission requirements and familiarity with appropriate policies, processes, and procedures to execute a high quality, dependable service performance. The offeror shall describe any risks associated with the solicitation, including the Performance Work Statement (PWS) and any risks associated with implementation of the offeror's technical approach. Lastly, the offeror shall describe techniques and actions taken to mitigate such risks and explain whether the techniques and actions have been successfully used by the offeror.

PERFORMANCE PLANS *(Sub-Factor 1.2)*

The offeror shall demonstrate an understanding of the performance requirements set forth in the solicitation by providing clear and feasible plans, which adequately addressed each content requirement prescribed in the corresponding Contract Data Requirements Lists (CDRL) as follows:

Sub-factor 1.2.1	CDRL 1	Staffing Plan and Management Plan
Sub-factor 1.2.2	CDRL 2	Quality Control Plan
Sub-factor 1.2.3	CDRL 3	Safety Plan
Sub-factor 1.2.4	CDRL 4	Property Management Plan
Sub-factor 1.2.5	CDRL 5	Transition Plan
Sub-factor 1.2.6	CDRL 6	Training Plan

B. VOLUME II – PAST PERFORMANCE PROPOSAL (FACTOR 2)

To demonstrate past performance, the Offeror shall submit the following in Volume II:

1. Identify up to three (3) of its most recent, relevant contracts or efforts within the past five (5) years. The offeror should complete a "Past Performance Information Form" for each reference submitted. The form is an

attachment to the solicitation. For additional information regarding a particular reference beyond that which will fit on the form, the offeror may continue onto another sheet of paper. Offerors shall provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation. If more than three are provided, then only the first three will be evaluated. Past performance information shall include the contract number, contract value, and customer point of contact.

2. If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available, submit completed CPARS with the proposal for each contract the offeror provides a Past Performance Information Form.

3. If a CPARS evaluation is not available, the offerors shall contact the past performance reference noted on the Past Performance Information Form, and request that each reference complete a Past Performance Questionnaire (PPQ). References shall submit questionnaires directly to the Government's point of contact, Kristen Moody, via email at kristen.moody@navy.mil or Fax Number 808-473-3524, BEFORE THE RFP DUE DATE. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. An offeror shall not submit a PPQ when a completed CPARS is submitted.

The Government may verify past performance information and may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews, and existing data sources to include but not limited to CPARS and Federal Awardee Performance and Integrity Information System (FAPIIS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. The Government will determine the relevance of the past performance information received on other projects, as well as consider the source, context and currency of such information in its evaluation. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the offeror.

If an offeror has no record of relevant past performance, or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. In this case, the offeror will be determined to have ‘neutral’ past performance. In the context of acceptability/unacceptability, ‘neutral’ will be considered ‘acceptable.’

C. VOLUME III – PRICE PROPOSAL (FACTOR 3)

1. This volume shall include the completed solicitation documents. The price proposal shall consist of a completed Section B and an excel spreadsheet that includes the unit prices, extended prices and the total price for phase-in services, base period, and all option years. The spreadsheet shall match and exhibit the pricing in Section B in a concise format with all formulas viewable and accessible in order to check for mathematical correctness. The spreadsheet shall have column headings for the CLIN Number, Supplies/Services, Quantity, Unit, Unit Price, the Amount (extended price) and rows that total the phase-in, base year and each option year.

2. Pricing for the 6 month option to extend is used only for evaluation purposes and will not be included as a CLIN on the contract. During the proposal evaluation, the offeror’s total proposed pricing for Option Year 3 will be divided in half and used as the 6 month option to extend price.

3. Since adequate price competition is anticipated in response to this announcement, certified cost or pricing data is not required; however, the Government reserves the right to request a price breakdown of all cost elements to include direct labor categories/disciplines, direct labor hours, base rates, escalation sources, fringe benefits rate, overhead rate, payroll taxes, materials, overhead, general and administrative (G&A) rate, profit factor and/or any other applicable information to support the proposed prices as fair and reasonable. The total for the breakdown shall equal the extended prices in the schedule of prices.

4. Offeror’s shall complete blocks 12, 13, 14, 15, 16, 17 and 18 of the RFP Section A, SF 33 and blocks 8, 15 of the RFP Section A, SF 30. In doing so, the offeror accedes to the contract terms and conditions as written in RFP Sections A through K.

5. Offeror's shall complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its entirety. For Sections C through I, the offeror shall submit only those pages that require a fill-in.
6. The offeror's pricing shall include all labor, materials, equipment, transportation, supervision and management required to perform the work detailed in the Performance Work Statement. Offeror's price proposal shall also comply the following:
   a. **Reimbursable Supplies and Services** - CLIN has a not to exceed (NTE) amount and does not require a price quote. Please insert $1,178,000 in the price proposal for CLINs 0004, 1004, 2004, and 3004.
   b. **Overtime** (CLINs 0005, 1005, 2005, 3005) - Propose overtime flat rates by multiplying the flat rates for each labor category by the overtime hours shown in parentheses as follows: General Licensed and/or Key Personnel (200 hours), General Unlicensed and/or Non-Key Personnel (200 hours), and Comp Water services personnel (100 hours).

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52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the

Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-1	Site Visit	APR 1984

SITE VISIT

SITE VISIT
for
RFP Number
N00604-16-R-3011 - Vessel Maintenance Services

Event Date:	Tuesday, May 17th 2016
Event Time:	1000
Registration Due Date:	***Tuesday, May 10th, 2016 by 5:00 p.m. (HST)***
Check-in Begins:	0930
Location:	Ford Island, Building 3 (Waterside) Hornet Avenue Ford Island, Hawaii 96818
Parking:	Parking is available at onsite

Firms interested in submitting a proposal in response to RFP# N00604-16-R-3011 for Vessel Maintenance services at Joint Base Pearl Harbor-Hickam are encouraged, but not required, to attend the site visit. The tentative agenda is as follows:

TENTATIVE AGENDA

0930 - 0945	Sign-In at Ford Island on the waterside of Building 3
0945 - 0955	Site Visit Rules of Conduct Brief
1000 - 1100	Harbor Boat Tour
1100	Site Visit Concludes

This is a no-fee event. Pre-registration is REQUIRED by Tuesday, ***May 10th, 2016*** at 5:00 p.m. (HST)

I. Registration Instructions:

a. Firms are invited to register via e-mail by providing the information required below. The Subject Line of the registration e-mail should read, "N00604-16-R-3011: SITE VISIT - (Your Company's Name)."

1. Organization name, address and website URL (if applicable)
2. Site Visit Attendee(s) - Name, Telephone Number and email address
3. Business Size and applicable small business classification (i.e. HUBZone, 8(a))
4. Cage Code

b. Site visit attendees without a valid DoD Common Access Card (CAC) must coordinate as instructed below to gain access to Ford Island, Hawaii. Failure to follow the procedures will result in denied access.

1. Each individual attendee must complete the spreadsheet attached to the RFP titled "Contractor Temp Access Request." Please attach the spreadsheet(s) to the registration email.

2. The Base Access Passes will be distributed via e-mail prior to the event. Upon receipt, please print the passes and show them, along with a valid photo ID, at the Ford Island Gate.

It is required that the above registration information be provided no later than ***Tuesday, May 10th, 2016*** at 5:00 p.m. (HST). Responses should be emailed to kristen.moody@navy.mil, please courtesy copy Julie.nguyen-livic@navy.mil.

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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price with Cost Reimbursable CLINs contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NAVSUP Fleet Logistics Center Pearl Harbor
1942 Gaffney Street, Suite 100
JBPHH HI 96860-4549
Attn: Kristen Moody

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION AND BASIS FOR AWARD

A. EVALUATION FACTORS

The following evaluation factors and sub-factors will be used to evaluate the proposal:

Factor 1 – Technical

Sub-factor 1.1 – Technical Approach

Sub-factor 1.2 – Performance Plans

Sub-factor 1.2.1 - Staffing Plan & Management Plan
Sub-factor 1.2.2 - Quality Control Plan
Sub-factor 1.2.3 - Safety Plan
Sub-factor 1.2.4 - Property Management Plan
Sub-factor 1.2.5 - Transition Plan
Sub-factor 1.2.6 - Training Plan

Factor 2 – Past Performance

Factor 3 – Price

B. EVALUATION APPROACH

A lowest price technically acceptable (LPTA) approach will be utilized to evaluate the offeror's proposal. An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2(b)(1). To be considered technically acceptable, no technical factor or subfactor in the proposal may be determined to be unacceptable. The failure of a proposal to meet all of the requirements under any factor will result in a technically unacceptable rating and preclude award.

Award may be made on the initial proposals submitted without conducting exchanges. Therefore, offerors should submit proposals that contain their most favorable price and terms. However, the Government may conduct exchanges if deemed necessary. The Contracting Officer will rank offers from lowest to highest price, review the technical proposals of those lowest priced offers, and make the award to the lowest priced technically acceptable offeror without evaluating the remaining proposals.

C. EVALUATION CRITERIA

FACTOR 1 – TECHNICAL ACCEPTABILITY

The Technical factor and subfactors will be evaluated on an "acceptable" or "unacceptable" basis as defined in the TECHNICAL RATINGS TABLE below. An offeror must receive an 'acceptable' rating for all subfactors in order to be rated 'acceptable' for the Technical factor. An Offeror must satisfactorily demonstrate that it meets the requirements detailed in each sub-factor. Simply providing general statements or paraphrasing the PWS in whole or in any part may result in a rating of 'unacceptable.' It is imperative that the Technical Proposal clearly demonstrates the technical expertise and capabilities to perform on all tasks related to the PWS in sufficient detail to establish technical acceptability in the following areas:

SUB-FACTOR 1.1 – TECHNICAL APPROACH

The offeror demonstrated its technical capability to perform the PWS tasks set forth in the solicitation by competently describing the technical approach and methods it will use to successfully achieve the required performance objectives/standards. The offeror demonstrated an overall understanding of mission requirements and familiarity with appropriate policies, processes, and procedures to execute a high quality, dependable service performance. The offeror identified risks associated with the solicitation, including the Performance Work Statement (PWS) and any risks associated with implementation of the offeror's technical approach. The offeror described techniques and actions to mitigate such risks and explained whether the techniques and actions identified for risk mitigation have been successfully used by the offeror.

SUB-FACTOR 1.2 – PERFORMANCE PLANS

The offeror demonstrated an understanding of the performance requirements set forth in the solicitation by providing clear and feasible plans, which adequately addressed each content requirement prescribed in the corresponding CDRL as follows:

Sub-factor 1.2.1 – Staffing and Management Plan (CDRL 1)
The offeror provided a clear and feasible Staffing and Management Plan IAW CDRL 1.

Sub-factor 1.2.2 – Quality Control Plan (CDRL 2)
The offeror provided a clear and feasible Quality Control Plan (QCP) IAW CDRL 2.

Sub-factor 1.2.3 – Safety Plan (CDRL 3)
The offeror provided a clear and feasible Safety Plan IAW CDRL 3.

Sub-factor 1.2.4 – Property Management Plan (CDRL 4)
The offeror provided a clear and feasible Property Management Plan IAW CDRL 4.

Sub-factor 1.2.5 – Transition Plan (CDRL 5)
The offeror provided a clear and feasible Transition Plan IAW CDRL 5.

Sub-factor 1.2.6 – Training Plan (CDRL 6)
The offeror provided a clear and feasible Training Plan IAW CDRL 6.

FACTOR 2 – PAST PERFORMANCE

The Past Performance factor will be evaluated on an "Acceptable" or "Unacceptable" basis as defined in PAST PERFORMANCE RATINGS TABLE below. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror to successfully meet the performance objectives. The Past Performance Proposal will be evaluated according to recentness and relevancy. Relevant past performance is experience within the past five years that is essentially the same as or similar to, the scope, magnitude, and complexity of the work described by the solicitation.

If an offeror has no record of relevant past performance, or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. In this case, the offeror will be determined to have 'neutral' past performance. In the context of acceptability/unacceptability, 'neutral' will be considered 'acceptable.'

FACTOR 3 – PRICE

An adjectival rating will not be assigned to the Price factor, but the Price Proposal will be evaluated in accordance with FAR 15.404-1(b). The proposed prices will be analyzed for completeness and reasonableness.

A. Completeness. Section B and pricing spreadsheet completed and submitted to include the unit prices, extended prices and the total price for phase-in services, base period, and all option years, which tie to the PWS requirements and supports the offer.

B. Reasonableness. Prices are considered fair under current market conditions, and reasonable to both the offeror and the Government.

For award purposes, the Government will evaluate the Price Proposal by adding the total price for all options to the total price of the phase-in, base period and 6 month option to extend. Please note that Cost reimbursable CLINs shall be evaluated based on Government provided plug amounts. Also note that the evaluation of options does not obligate the Government to exercise the options.

D. RATINGS TABLES

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

Past Performance Ratings Table	
Rating	**Description**
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

E. BASIS FOR AWARD

Upon completion of the source selection evaluation, award will be made to the Offeror whose proposal, conforming to the solicitation, provides the lowest priced technically acceptable offer to the Government clearly meeting the minimum requirements of the solicitation. The Government intends to evaluate proposals and award a contract without discussions but reserves the right to establish a competitive range and conduct discussions with offerors IAW FAR 15.306.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

F. LIST OF ATTACHMENTS

Attachment 1 – CDRL 1 Staffing Plan and Management Plan

Attachment 2 – CDRL 2 Quality Control Plan

Attachment 3 – CDRL 3 Safety Plan

Attachment 4 – CDRL 4 Property Management Plan

Attachment 5 – CDRL 5 Transition Plan

Attachment 6 – CDRL 6 Training Plan

Attachment 7 - Past Performance Information Form

Attachment 8 - Past Performance Questionnaire

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990