

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 46	
2. CONTRACT NO.		3. SOLICITATION NO. N62470-16-R-2002	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 01 Mar 2016	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY COMMANDER NAVFAC ATLANTIC NAVY CRANE CENTER NORFOLK NAVAL SHIPYARD BLDG 491 PORTSMOUTH VA 23709-5000			CODE N62470	8. ADDRESS OFFER TO (If other than Item 7)		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 2 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 BLDG 491, NNSY until 02:00 PM local time 05 Apr 2016
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME LUKE CLAY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (757) 967-3821	C. E-MAIL ADDRESS luke.clay@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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
		(4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		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	Overhaul for One 25 Ton Portal Crane FFP Provide professional engineering services, labor, supervision, equipment, quality control, materials, supplies and construction services to perform selected components overhauling and a slewing ring bearing replacement on the K-1 25 Ton portal crane at Trident Refit Facility, Kings Bay GA. Upon completion of work, the crane shall be inspected, field tested and made ready for use in accordance with this specification. Test weights for the field test will be provided by the Government. FOB: Destination	1	Each		

NET AMT

SECTION B

B.1 Contract Title: Component Overhaul for One 25 Ton Portal Crane at Trident Refit Facility Kings Bay, Georgia.

B.2 Type of Contract: This is a single award firm fixed price contract.

B.3 Competition Requirements: This procurement is 100% small business set-aside.

B.4 NAICS Code: The NAICS Code assigned to this procurement is 333923, with employees of 500. Refer to On-Line Representations and Certifications Application at System for Award management (SAM) at <https://www.sam.gov/portal/public/SAM>.

B.5 Wage Determination (Service): Service Contract Act (SCA), for the location identified in B.1 is included in this solicitation. Refer to Attachment J.1.

B.6 Bid Guarantee/Bonding Requirements: A Standard Form 24, Bid bond in the amount of 20% shall be included with your proposal. Performance and Payment bonds shall be provided by the contractor 15 days after contract award.

B.7 At time of award, a separate CLIN (CLIN 0002) will be created for the 3% withholding from CLIN 0001 for warranty period performance.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

This is a performance-based contract with incorporated performance-based specifications. The files for Section C are provided as the following attachment: Attachment JC-1, Naval Facilities Engineering Command, Navy Crane Center, Specification; Component Overhaul for One 25 Ton Portal Crane, Trident Refit Facility, Kings Bay, Georgia (N62470-16-R-2002).

Section E - Inspection and Acceptance

E.1 CPARS

Contractor’s performance will be evaluated using the respective contractor performance evaluation report entry system located on the website <http://www.cpars.gov/>. Prior to commencement of work the contractor is required to provide the government with the name, phone number and e-mail address of the “Contractor’s Representative” that will be responsible for receipt and review of draft performance evaluations prepared by the government in the appropriate system. It is the contractor’s responsibility to keep this contact information current.

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

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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CLAUSES INCORPORATED BY FULL TEXT

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

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.

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.

Section F - Deliveries or Performance

F.1 LOCATION

The work to be performed under this contract is at Trident Refit Facility on Naval Submarine Base, Kings Bay , Georgia.

F.2 PERIOD OF PERFORMANCE

The contract period of performance will be for 21 months (630 calendar days).

F.3 DELIVERABLES

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CONTRACT DATA REQUIREMENTS LIST
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TRF Kings Bay GA

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See Attachment JF-1

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DD Forms 1664

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A001	Status Report	DI-MGMT-80368A
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A003	Descriptive Literature	DI-SDMP-81261
A004	Engineering Change Proposals	DI-CMAN-80639C
A004	Deviations	DI-CMAN-80640C
A004	Notice of Revision	DI-CMAN-80642C
A005	Technical Manual	DI-TMSS-80527B
A006, A007, A008, A009, A010, A011, A012, A013, A019, A022	Certification/Data Report	DI-MISC-80678
A002, A018, A020, A021 A014, A015, A020, A021	Computer Software Product End Items	DI-MCCR-80700
A018	Test and Inspection Reports	DI-NDTI-80809B
A016, A017, A024, A025	Training Course Curriculum and Program	DI-ILSS-81075
A023	Accident Prevention Plan	OT-24206
	Conference Minutes	DI-ADMIN-81250A

See Attachment JF-2

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 30 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-0001	Line Item Specific: Single Funding	SEP 2009

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.
- (End of clause)

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).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

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

Routing Data Table*

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

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(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 email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(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.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

Section H - Special Contract Requirements

H.1 KINGS BAY

1. BUILDING INFORMATION

The K-1 25-Ton portal crane at Trident Refit Facility supports fleet weight handling needs at the waterfront. This crane located within the waterfront area of the station.

2. Operations Affecting Existing Work

Operations affecting existing facilities at the project site shall be conducted with care not to damage facilities that are to remain in place. All existing facilities damaged by such operations shall be rectified promptly without additional cost to the Government. Where existing facilities must be changed, they shall be altered only as necessary and approved, in a substantial, neat and workmanlike manner.

3. Work Hours

Regular working hours are defined as and 8 ½ hour period from 7:00 am and 3:30 pm, Monday through Friday, excluding Government Holidays. Recognized Federal holidays include New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Christmas and New Year's holidays will include a work curtailment from 24 December through 2 January. Thanksgiving holidays will include a work curtailment from the Wednesday prior to Thanksgiving through the following Sunday.

Work outside of regular working hours or on Saturdays, Sundays, or holidays requires Contracting Officer Approval. Provide a written request 15 days prior to such work for approval and to allow the Government to make arrangements for inspecting work in progress. All utility cut-overs shall be made after normal working hours or on weekends. No additional costs shall be authorized for such work.

4. Security Requirements

4.1 Foreign nationals: Due to increased security requirements, foreign national access to the base will not be allowed. Contractor and lower level sub-contractors shall be United States Citizens.

4.2 Pass and Identification Offices:

4.2.1 The Command requires the use of "RAPIDGate" for long term badges. The Contractor should contact RapidGate for information at: 1-877-RapidGate (1-877-727-4342) info@rapidgate.com or www.eidpassport.com. **RAPIDGate: Registered And Previously ID'd** is a Identity verification and background screening of vendor/contractor employees. This system is considered voluntary/optional. RAPIDGATE may facilitate quicker entry into a site and assist with multiple entries for a visit. The Contractor will be required to submit and update a list of personnel with RAPIDGate ID to the NCC office. The site request to RapidGate must indicate access to "TRF Site 6" is required. Lost or stolen Badges shall be reported to the appropriate contacts. Contractor shall be responsible for collecting badges from personnel no longer needing access to bases. This badge process does require some to process background checks and forwarding of physical badges. After arrival to TRF, additional access badge-stickers for Site 6 to cover the visit duration will be provided for use in junction with RapidGate badges.

4.2.1 Contractor or subcontractors **not utilizing** the Rapid Gate badges will be required to obtain a new badge **each day** at the KB Security Office. The following must be submitted to obtain the daily passes:

- a) Visit Requests are required to be on Company Letter Head and forwarded to NCC a minimum of eight days prior to desired visit date. The request must include the following:
 - ... Individuals Name
 - ... Social Security Number
 - ... Place of Birth
 - ... Purpose of the Visit (including work and/or project being supported and location of “TRF Site 6”)
 - ... Duration of Visit (*should be only for the period of time to support this project, one year visits for convenience purposes are discouraged.*)
 - ... Point of Contact and Phone Number. The POC that must be included will be provided by the Government at the time of visit request submission.
 - ... Citizenship (**Note:** All visitors must be U.S. citizens)
- b) Visit request must be signed by the Company Security Manager (or / and individual verifying that all the information provided is true and accurate , this should not be done by the visitor)
- c) All visitors shall submit a NCIC Background Check Consent Form and should be submitted 7 days in advance of visit. The Background Check Consent form is included as Enclosure (2). **Exception:** If the requesting visitor has maintained a Security Clearance at Kings Bay or a Facility Access Determination (FAD) within the last year, the NCIC submission is not required.
- d) The requesting letter may include multiple dates within the year, however as previously noted will only be issued on a daily basis.

Note: Badges and passes will be issued by SUBASE at the Pass and ID Office located at the Franklin Gate.

Notes:

1. In addition, personnel receiving a badge will be required to show valid current picture identification at the time of badge issuance. Government badges must be worn above the waist and be plainly visible while on SUBASE areas. The Contractor is responsible for returning badges and passes to the Pass and ID Office once the employees are no longer working on this contract.

4.3 Vehicle Permits: For vehicle entry to SUBASE, all vehicles, company and personal, must be processed for vehicles passes. The following information will be requested by the SUBASE Pass and ID Office located at the Franklin Gate prior to issuance of vehicle passes.

- (1) Current registration.
- (2) Valid driver’s license.
- (3) Proof of vehicle insurance.
- (4) Valid rental agreement.

Parking will not be permitted on the waterfront. Access will be permitted for loading and unloading only.

Note: The Commercial Vehicle Inspection Station is located immediately inside the Franklin Gate. Security personnel at the Vehicle Inspection station will search all Contractor vehicles. Contraband, i.e. drugs, alcohol, weapons, illegal substances, etc. are prohibited on SUBASE Kings Bay.

4.4 Installation Material and Equipment Deliveries: Commercial vehicles making deliveries to installation sites on SUBASE Kings bay must enter the base via the Franklin (Contractor's) Gate. All commercial vehicle drivers that enter SUBASE Kings Bay must first complete all required security forms as discussed in paragraph 4.2.

Shipping Documents: Deliveries of installation materials and/or equipment required for this contract shall carry a shipping document identifying, as a minimum, the material or equipment to be delivered, the specific location of the delivery, the Prime Contractor's name, the Subcontractor's name, and the Contracting Officer or appointed representative's name and telephone number.

4.5 Gate Information:

Franklin Gate (Pass & I.D.) Hours - St. Mary's Road

Badge Office Hours: 6:00am till 8:00pm Monday through Thursday
6:00am till 4:00pm Friday
Closed Weekends and Holidays

Gate Hours: Open 5:30am Monday till 6:30pm Friday
Closed 6:30pm Friday till 5:30am Monday
Closed Holidays

Stimpson Gate (Main) Hours - Kings Bay Road

Badge Office Hours: 7:00am till 4:00pm Monday through Thursday
7:00am till 8:00pm Friday
8:00am till 4:00pm Weekends and Holidays

Gate Hours: 5:30am till 6:30pm Monday through Thursday
Open 5:30am Friday till 6:30pm Monday

**Monday – Friday: Contractor to obtain a badge and enter base at Franklin Gate.
Saturday – Sunday: Contractor to obtain a badge and enter base at Stimpson Gate.**

Contact: SUBASE Security (912) 573-8609/8610/8612 if you have questions or need additional information.

4.6 Cameras: **No cameras, including cell phones with cameras**, are allowed inside naval activities. Photography by the Contractor is prohibited. Construction progress photos, and all other necessary photo documentation, will be provided by authorized Government personnel only.

4.7 Portable Computer Equipment: Authority to operate computer systems at Submarine Base Kings Bay must be granted by base security.

5. Naval Activity Regulations and Special Security Procedures

5.1 The contractor, employees and subcontractors shall become familiar with and obey all facility regulations including fire, traffic and security regulations. All personnel employed on the work site shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter any restricted areas unless required to do so and are cleared for such entry. The contractor's equipment shall be conspicuously marked for identification. The following added security procedures shall be adhered to while on SUBASE Kings Bay. Violation of any of these rules will result in the employee's badge being withdrawn and may result in his permanent removal from SUBASE property.

5.2 Explosive laden Government vehicles are identified by explosive placards. Do not pass vehicle convoys or vehicles that are identified by explosive placards; stay a minimum of 150 feet behind explosive laden vehicles. When met by convoy, pull off the road and turn off vehicle until convoy passes.

5.3 No firearms or alcoholic beverages are allowed on SUBASE Kings Bay.

5.4 Seatbelts are required to be worn by all persons operating or riding in any vehicle at SUBASE Kings Bay. No riders are allowed in beds of pickup trucks or vans.

5.5 No heat or spark-producing devices, lighters or matches or work such as drilling, grinding, burning, soldering, brazing, welding, explosive actuated fasteners, or use of open flame is allowed without first obtaining a hot work permit from the SUBASE Kings Bay Fire Department.

5.6 Fuels and oils must be in approved containers and may not be left overnight in the Production Areas. This does not apply to fuel in manufacturer's standard truck or equipment tanks.

5.7 In the event of an emergency such as a fire or accident, call for help by using the following emergency numbers: Dial 911-Fire, Ambulance and Security Police. If there is a fire and/or casualty involving explosives in your building and you hear a verbal warning or a continuous sound on the fire alarm, leave the building immediately, report to the Contracting Officer or the TRF Liaison.

5.8 The Contractor must expect on-site work stoppage averaging two days per work week. The planned crane work location within the Base is in a location that could require all workers to evacuate the crane work area during certain nearby work evolutions. Notice will be provided as impacting events occur (See Paragraph 7, Government Activities).

6. Work Schedule

The Contractor shall submit a work schedule as required by the contract for each delivery order issued to the Contracting Officer and the appropriate naval activity personnel prior to commencing work since circumstances at any particular site may dictate the need to modify the contractor's work schedule. Attention is invited to the fact that other Contractors may be engaged in work at each site and there may be the need for close cooperation in order to avoid conflicts. The Contractor shall cooperate and schedule work to avoid conflicts with and interruption of the work of others insofar as practicable. In the case of conflicts with other Contractors that cannot be resolved satisfactorily, the matter shall be referred to the Contracting Officer for resolution.

7. Government Activities

The Government will continue its normal activities during the contractor's work at each site, and the contractor shall carry on work with the least possible interference to Government activities. The contractor shall schedule work as to cause the least amount of interference with naval facility operations. Work schedules shall be discussed with naval activity personnel as required. Permission to connect or interrupt any roads, railroads and/or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption. The contractor shall make reasonable efforts to provide secure boundaries and sign postings around the designated work site to prevent entry of unauthorized personnel and vehicles.

Contractor operations are subject to reasonable delays, suspensions, and/or restrictions because of emergencies, alerts, drills, equipment movements and other such Government activities. Daily entry into the Controlled Area Gate may routinely take 30 minutes, or longer for Government activities cited above. Because of the extraordinary security requirements in SUBASE Kings Bay, SWFLANT, Controlled Area Gate, delays due to security drills, alerts, or equipment movements can be expected more frequently and longer in duration than would be expected elsewhere on the base. There is no predictable pattern, but delays averaging up to forty-eight (48) non-contiguous working hours per month shall be expected, and shall not be the cause for a claim or change order.

8. Government Work and Material

The Contractor will perform the final acceptance tests of the work as described in the contract. The Government will provide the test weights and rigging gear to perform the tests.

9. Safety Requirements:

See Appendix E (Safety) contained in this contract. Also, Contract Data Requirements for the Accident Prevention Plan, Contractor Mishap Reporting, Installation Lift and Rigging Plan, Equipment Inspection Report, Crane Operator's Qualification, and Certification of Compliance.

At night, the contractor shall light the different parts of the work in an approved manner.

10. Crane Mobilization, Assembly, Installation and Testing Plan

a. A minimum of seven days prior to the desired entry date, the Contractor is required to submit **Contractor Mobile Crane Entry Package** consisting of the following:
(Submittal)

- (1) Weight handling equipment (WHE) or multi-purpose handling equipment (MHE) annual and quadrennial inspection records.
- (2) Copies of operator's medical certificate and qualifications by a source that qualifies Crane Operators.
- (3) Personnel designated and qualified by the Crane Contractor conducting weight handling operations to perform rigger in charge duties as identified in NAVFAC P-307. The personnel designated to perform as the rigger in charge shall be qualified as defined per 29 CFR 1926.32(m).
- (4) Copy of the load chart for the specific crane or MHE.
- (5) Crane Data sheet
- (6) Job site ground loading conditions and cribbing plan.
- (7) Crane Certificate of Compliance of Appendix E.
- (8) Waterfront operational permit, if applicable.
- (9) Major component lift plan required by Appendix D. This plan shall include a list of rigging gear to be used and OEM specifications for the gear.

c. After the Contracting Officer provides approval of the submitted Contractor Mobile crane entry package, the Contractor must submit the request for mobile crane entry at least 48 hours prior to desired entry.

- d. The Contractor shall comply with the following requirements pertaining to crane safety and operations:
- (1) The crane operator will not leave the crane cab with a load suspended.
 - (2) The crane hook must be positioned directly over the load. Side loading of the crane is prohibited.
 - (3) A barricade must be positioned to prevent personnel from entering the tail swing area.
 - (4) "Lift-off" of tires when working on rubber or lift off of outriggers when used will not be permitted.
 - (5) Ground loading limitations must be adhered to at all times.

e. Critical lifts require plans as defined in Appendix E shall be submitted for approval. **(Submittal)**

f. The Contractor's mobile crane will only be operated after lift plan approval and the Contractor receives the Crane Operating Permit from the Government.

g. Contractor service vehicles with category 4 cranes/MHE that they do not intend to operate within the submarine base. For those instances, and in lieu of a compliance review, the contractor may elect to complete a Contractor WHE/MHE Non-Operation Permit (enclosure (1)) certifying that the WHE/MHE will not be operated on Navy property. The permit must be posted in a conspicuous location on the WHE/MHE or in the cab and shall be obtained from the NAVFAC Southeast Crane Surveillance Personnel.

f. Contractor WHE/MHE access to SUBASE Kings Bay shall be restricted to the Franklin Gate.

g. Should project inspections cause a deficiency to be noted during WHE/MHE and documentation review, or while monitoring WHE/MHE operations, a contractor WHE/MHE oversight discrepancy form will be recorded. A written WHE/MHE discrepancy response to identify the root cause(s) and any corrective actions taken to prevent recurrence is required within 5 days of notification of deficiency.

h. Crane accident reports shall be submitted as specified in Appendix E.

11. Storm Protection

Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to persons, the crane, and to adjacent property. These precautions shall include closing all openings as appropriate, removing all loose materials, tools and equipment from exposed locations and removing or securing scaffolding and other temporary work.

12. Sanitation

If adequate sanitary conveniences are not available at the site, the contractor shall be responsible for such conveniences of any approved type for the use of persons employed on the work and properly secluded from public observation and shall be constructed and maintained by the contractor in such a manner and at such points as shall be required or approved by the appropriate authority at the Government facility. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving the premises clean and free from nuisance.

13. Environmental Protection

The contractor shall comply with all applicable federal, state and local environmental protection laws regulations and standards. The Contractor shall coordinate all environmental protection and hazardous waste disposal matters with the Contracting Officer. The Activity Environmental Protection Coordinator or authorized officials may inspect any of the facilities operated or maintained by the Contractor at any time and without prior notice. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by the Contractor, the Contractor shall reimburse the Government for all associated costs, including the amount of the fine. The contractor shall also clean up any oil or chemical spills that result from the Contractor's operations at his own expense. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel.

14. Public Release of Information

a. The Contractor shall not make public release of any information relating to all or any part of this contract without prior approval of the Contracting Officer.

b. For the purpose of this clause, "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, internet web pages, etc.

- c. Two copies of any information proposed to be released must be submitted to Contracting Officer for security and policy review and clearance 45 days prior to release. Information copies will also be sent to the administrative Contracting Officer, if applicable, and the COR.
- d. Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Security Requirements".
- e. The Contractor further agrees to include this clause in any subcontract awarded as a result of this contract.

15. Services of a Manufacturer's Representative at Site of Delivery

The contract requires the prime contractor to provide a representative under their employ at the site to coordinate all work during the entire period of delivery, erection, field testing and Government inspection. This representative shall have the technical expertise and authority to resolve problems in a timely manner, and shall be an employee of the prime contractor whether the site work is performed by the prime or by subcontractor(s).

16. Pre-Installation Conference

A pre-installation conference shall be scheduled for prior to site mobilization. This conference shall be held at the naval facility for which work is to be accomplished under the contract. The purpose of this conference is for the Government to provide clearance information required by the contractor for access to the facility for personnel and vehicles, security on the facility and to discuss the contractor's preliminary mobilization, erection and testing plan as will be formally provided under DD Form 1423, Contract Data Requirements List, Installation Lift and Rigging Plan.

17. Radio Transmitter Restrictions

To preclude accidental actuation of sensitive electronic equipment, the Contractor shall conform to the restrictions and procedures for the use of radio transmitting equipment as delineated by the activity. Under no circumstances shall transmitters be used without prior approval of the appropriate naval facility authorities.

18. Utilities Services

The contractor shall make arrangements for any and all utility services required. The contractor shall be responsible for providing utility services for installation until the crane is checked out and testing begins. Once checkout and testing begin, electricity for crane operation will be supplied through normal crane power supply circuits.

18.2 Telephone Service: The contractor shall make arrangements for telephone services, as available.

18.3 Water: The location of temporary tie-ins will be as approved by the Contracting Officer. All temporary tie-ins to the facility water system require meters, low-pressure back-flow preventors and shut off valves. Fire hydrants shall not be used for water supply. The present charge for potable water is \$1.00 for 1000 gallons, unless otherwise indicated by the activity.

18.4 Solid Waste: Dumpster: If a dumpster is needed, the contractor must make all provisions for installation, dumping, removal, and clean-up.

20. Facility Information The ground loading shall be considered when planning work evolutions. The Government provided ground loadings shall not be exceeded.

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	Procurement Integrity--Service Contracting	SEP 1990
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
52.204-2	Security Requirements	AUG 1996
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
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
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
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-17	Nondisplacement of Qualified Workers	MAY 2014

52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
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
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products	OCT 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-16	Performance and Payment Bonds--Other Than Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-2	Service Of Protest	SEP 2006
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
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	DEC 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
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
252.204-7000	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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.225-7000	Buy American--Balance Of Payments Program Certificate--Basic (Nov 2014)	NOV 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$1,850.00 per calendar day of delay for CLIN 0001.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at

least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

Definitions. Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Defect means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within twelve (12) months after government acceptance.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect, or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within thirty (30) days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within ten (10) days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within thirty (30) days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperfomed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within thirty (30) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the Government location identified in the awarded Contract Line Item (CLIN).

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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

Covered subcontractor means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

Subcontract means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor--

(1) Agrees not to--

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 15 days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run 15 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

SECNAV

- J.1 Wage Determination WD 2005-2115 (Rev. 17)

- JC-1 NAVFAC Specification #N62470-16-R-2002; Component Overhaul for One 25 Ton Portal Crane, Trident Refit Facility, Kings Bay, Georgia

- JF-1 Exhibit A- Contract Data Requirements List (CDRLs) (DD Form 1423)

- JF-2 Exhibit B – Data Item Description (DID) (DD Form 1664)

- JH-1 Contractor WHE/MHE Non-Operational Permit (Category 4 Cranes)

- JH-2 Security Department, United States Naval Submarine Base, Kings By, Georgia, Consent Form

- JH-3 Restricted Area Vehicle Access Request

- JL-1 Government Pre-award Inquiry Form

- JL-2 SECNAV 5512/1

- JL-3 Letter Visit/Access Request

- JM-1 Past Performance Questionnaire

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333923.

(2) The small business size standard is 500 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) 52.214-14, 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.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 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.
- (x) 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.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 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.
- (xiii) 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.
- (xiv) 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.

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

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

(xvii) 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.

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

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

(xx) 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.

(xxi) 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.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 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
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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)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror’s immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror’s Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONSL.1 PERIOD OF ACCEPTANCE

Due to the evaluation and review requirements for this procurement, the offeror agrees to hold firm for 60 calendar days from the date specified for receipt of offers.

L.2 PROPOSAL DELIVERY

Proposals shall be clearly marked "SOLICITATION N62470-16-R-2002" and sent to the following address:

U.S. Mail and Express Delivery Service:

NAVY CRANE CENTER
NAVAL FACILITIES ENGINEERING COMMAND
NORFOLK NAVAL SHIPYARD, BUILDING 491
PORTSMOUTH, VIRGINIA 23709-5000
ATTN: LUKE CLAY (757) 967-3821

No other markings shall be used on the envelope or packages(s). Proposals not received at the above address on or before the hour and date set for the receipt of proposals shall be subject to the provisions of FAR 52.215-1, Instruction to Offerors – Competitive Acquisition (JAN 2004).

L.3 ADDITIONAL RFP FILES

REQUEST FOR PROPOSAL (RFP) FILES: Solicitation files are posted to the Federal Business Opportunities (FBO) website (<https://www.fbo.gov>). It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments from this website.

L.4 PRE AWARD INQUIRY FORM

All Government Pre-award Inquiries/Request for Information shall be submitted in writing to the Contract Specialist at luke.clay@navy.mil (with a copy to barbara.t.spruill@navy.mil). See solicitation Section J, Attachment JL-1 for the form. It is the offeror's responsibility to verify receipt of all questions with the Contract Specialist, Luke Clay via email, luke.clay@navy.mil or telephone (757) 967-3821.

L.5 INCURED EXPENSES

The Government is not responsible for any costs incurred or associated with the preparation and submission of a proposal in response to this solicitation.

CLAUSES INCORPORATED BY REFERENCE

52.215-22 Limitations on Pass-Through Charges--Identification of OCT 2009
 Subcontract Effort

CLAUSES INCORPORATED BY FULL TEXT

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

NAVY CRANE CENTER
NAVAL FACILITIES ENGINEERING COMMAND
NORFOLK NAVAL SHIPYARD
BUILDING 491
PORTSMOUTH, VIRGINIA 23709-5000
ATTN: BARBARA SPRUILL (757) 967-3819

(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)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(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):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil/VDFDARA>HTM>
https://acquisition.navy.mil/rda/home/policy_and_guidance_nmcars

(End of provision)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

(a) PROPOSAL REQUIREMENTS. The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

(1) (#1 original with #2 copies) completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) (#1 original with #2 copies) of the technical proposal.

(3) (#1 original with #2 copies) of the price proposal.

(c) TECHNICAL PROPOSAL. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Section M. Submit one copy of the technical proposal on CD and the document should be Adobe Acrobat files (.pdf).

(d) PRICE PROPOSAL. Each price proposal shall contain the unit price and net amount for CLIN 0001 as well as each item required in Section M.

(1) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

5252.237-9302 SITE VISIT (JUL 1995)

The site will be available for visitation on March 15, 2016 for all potential offerors. We will meet at the Kings Bay Naval Submarine Base Pass and ID at 1:00 PM. For site access, complete and forward SECNAV 5512/1 (See Attachment JL-2) and a Letter Visit Request (See Attachment JL-3) to the Contract Specialist, Mr. Luke Clay at luke.clay@navy.mil. When filling out SECNAV 5512/1, the base sponsor will be Mr. Mark Dahlke, 912-573-4391.

Section M - Evaluation Factors for Award

BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.
2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, 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.
3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.
4. All technical factors (Factor 1 - Technical Approach, Factor - 2 Management Approach, and Factor - 3 Safety) when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.
5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award. Deficiencies may be corrected through discussions and proposal revisions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal.
6. In the event there is a difference between a unit price and the extended total, the unit price will be held to be the intended bid. If the offeror shows only the total price, but fails to enter a unit price, the total divided by the estimated quantity will be held to the intended unit price.
7. The Government may reject an offer if it is materially unbalanced. An offer is unbalanced when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly or understated as indicated by the application of cost or price analysis.

EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-cost/price factors:

- Factor 1 – Technical Approach
- Factor 2 – Management Approach
- Factor 3 – Safety
- Factor 4 – Past Performance on Recent, Relevant Projects

2. The relative order of importance of the non-cost/price evaluation factors is the technical factors (Factors, 1, 2 and 3) are of equal importance to each other and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 4). When the proposal is evaluated as a

whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

(1) Solicitation Submittal Requirements: Submit one original price proposal with (2) copies. Submit one copy of the price proposal on CD. The document should be Adobe Acrobat files (.pdf format). The price proposal must be separate from the non-cost/price proposal and clearly labeled as price. The price proposal shall include the following:

- (a) Completed SF33, Solicitation, Offer and Award
- (b) Completed Price Schedule, Section B
- (c) A Standard Form 24, Bid Bond in the amount of 20%
- (d) Copy of Contractor Representations and Certification from the System for Award Management (SAM) website at www.sam.gov
- (e) The Federal Contractor Veterans' Employment Report (VETS-4212 Annual Report)

(2) Basis of Evaluation: The Government will evaluate price based on the total price (see Section B of the solicitation). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

(b) Non-cost/price Factors: Submit one original with two (2) copies of Non-price Factors. Submit one copy of the Non-cost/price proposal on CD. The document should be Adobe Acrobat files (.pdf format).

(1) **Factor 1 Technical Approach:**

(i) Solicitation Submittal Requirements: The offeror shall comply with the following instructions and provide the following information:

Provide a general arrangement drawing showing components affected by the work scope of this solicitation, for a 25T portal crane. The general arrangement drawing shall be clear and legible. In addition, provide calculations demonstrating the following:

- 1. Diesel-generator sizing;
- 2. Slewing bearing sizing; and,
- 3. Main Hoist Wire Rope selection, sizing and resulting design factor.

All calculations shall show relevant equations, assumptions, and variables.

(ii) Basis of Evaluation: The Government will evaluate the offeror's design approach and assess the offeror's understanding of the specification requirements by reviewing General Arrangements, calculations.

(2) **Factor 2, Management Approach:**

(i) Solicitation Submittal Requirements: The offeror shall follow the below instructions and provide the following information:

(1) Provide a narrative that specifically indicates how you intend to manage, organize and coordinate in-house, subcontractor, vendor and on-site operations in order to ensure successful and timely execution of the work. The narrative should clearly reflect an understanding of the critical aspects of work. This narrative must identify management operations that would be employed in managing the engineering staff (in-house and contracted), external fabrication shop, and field efforts. For engineering and quality control staff that will be involved in this project, list degrees, certifications, professional registration, and years of crane experience. The narrative shall not exceed three (3) pages.

(2) Provide a corporate organization chart not exceeding two (2) pages that clearly shows the divisions, departments, organizations, or entities that would be responsible for the various types of supplies and services that may be required and ordered under this award. The organizational chart must reflect lines of reporting for corporate staff and all proposed subcontracted services. The Quality Control staff reporting must also be clearly annotated to define QC's relationship to management (chain of command).

(3) Provide a proposed schedule for completion demonstrating the Offeror's understanding of the **major** milestones required for successful completion of the requirements contained in the RFP.

(4) Provide no more than a two (2) page summary Quality Management (QM) Plan that describes the methods to be used to document, measure, and control the quality process. In addition, provide any Quality Management system certifications held by your company.

(ii) Basis of Evaluation: The Government will evaluate the offeror's plan for managing the work required by the solicitation. In addition, the Government will evaluate the structure of the offeror's organization to assess both internal authorities and relationships for critical aspects of work, personnel experience, quality control responsibilities, and demonstrated knowledge of the various steps and procurement of major components related to schedule milestones required to successfully provide portal crane modernization services. The offeror's Quality Management Plan will be evaluated to ensure it documents, measures, and controls their quality process.

(3) **Factor 3, Safety:**

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): For the **three** previous complete calendar years (2012, 2013, 2014), submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs may be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the **three** previous complete calendar years (2012, 2013, 2014), submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates may be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

(ii) Basis of Evaluation: The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, and any innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs may be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates may be given greater weight in the evaluation.

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

(5) Factor 4, Past Performance on Recent, Relevant Projects:

(i) Solicitation Submittal Requirements: Given the nature of the work required by this solicitation, it is anticipated that the Offeror may be Joint Venture, Partnership, LLC or other entity consisting of more than one entity. The Offeror may utilize past performance of a subcontractor, partner, team or Joint Venture (JV) member that will perform major or critical aspects of the requirement to demonstrate past performance required under this evaluation factor. Major aspects mean 10% or more of the dollar value of the work required by the

solicitation. The Offeror must provide an explanation of the meaningful involvement that the subcontractor, partner or, team or JV member will have in performance of this contract. Any supporting agreements evidencing the relationship between two or more business entities (e.g. letters of intent, teaming agreements, etc.) shall be submitted with the proposal. Failure to submit letters of intent, teaming agreements, meaningful involvement, or other evidence of commitment may result in the Government not evaluating the past performance of the subcontractor, partner, team, or JV member.

The Offeror shall provide relevant past performance information on a minimum of two (2) and a maximum of (5) projects that best demonstrates past performance on relevant projects that are similar in size, scope and complexity to the RFP. For purposes of this evaluation, a relevant project is defined as follows:

- Project involving overhaul, modernization and/or service life extension of cranes with built up hoists having a rated capacity of 20 tons or more;
- Job complexity that includes evaluation of existing equipment, design of new or replacement equipment, fabrication, assembly, testing and training;
- A minimum dollar value of \$2,000,000; and,
- Project completed within the last five (5) years of the date of the solicitation

A project is defined as a project performed under a single task order or contract. For multiple award and indefinite delivery type contracts, the contract as a whole should not be submitted as a project; rather Offerors should submit the work performed under a task order as a project.

Past performance submissions for relevant projects defined above shall include the following:

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (5). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (provided as an attachment), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Luke Clay, via email at luke.clay@navy.mil prior to proposal closing date. 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.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

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. Offerors lacking relevant past performance history or whose history is so sparse that no meaningful confidence assessment rating can be reasonably assigned, will not be evaluated favorably or unfavorably in past performance

and will receive an Unknown Confidence rating. For this evaluation, less than two relevant projects to evaluate is considered too sparse a performance record to reasonably assign a confidence assessment rating and will be rated as unknown confidence.

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment JM-1.

(ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds