

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 18-Mar-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC HAWAII SERVICES ACQUISITION DIVISION (PRJ233) 400 MARSHALL ROAD JBP HH HI 96860-3139	CODE N62478	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N62478-16-R-2455	
		X	9B. DATED (SEE ITEM 11) 26-Feb-2016	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Indefinite Delivery Indefinite Quantity Towing and Recovery Services at Various Locations, Oahu, Hawaii Annex 1700000 – Replace Pages 4 and 5 with the attached Pages 4 and 5 (Amendment No. 0001). Attachment 0200000-06 – Replace Pages 1 through 6 with the attached Pages 1 through 14 (Amendment No. 0001).				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 18-Mar-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

INSTRUCTIONS

OFFERORS ARE ADVISED THAT FUNDING MAY NOT BECOME AVAILABLE. IF FUNDS ARE NOT AVAILABLE, NO AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERORS WILL NOT BE REIMBURSED FOR ANY EFFORT OR PROPOSAL COSTS RESULTING FROM THIS SOLICITATION.

INSTRUCTIONS

CONTRACTOR INFORMATION

CONTRACTOR NAME: _____

IF ENTERING POST OFFICE BOX NUMBER ON YOUR OFFER FORM, PLEASE PROVIDE YOUR:

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

FACSIMILE NUMBER WITH AREA CODE: _____

EMAIL ADDRESS: _____

YOU DO NOT NEED THE FOLLOWING IN ORDER TO SUBMIT YOUR OFFER, BUT IF YOU KNOW THEM, PLEASE PROVIDE YOUR DUNS NO.: _____

CAGE CODE: _____

DELIVERY REQUIREMENTS

a. The offeror shall submit its proposal by one of the following methods:

(1) Mail. Submit the proposal to the addresses listed below:

NAVFAC HAWAII
SERVICES ACQUISITION DIVISION (PRJ233)
400 MARSHALL ROAD
JBPHH, HI 96860-3139

(a) Submit the proposal in sealed envelopes or packages, indicating the date and time specified for receipt, the solicitation number, and the name and address of the Offeror.

(b) The Government recommends that the offeror send its proposal via the U. S. Postal Service. If security levels are heightened, other carriers may not be allowed on base for delivery to the address specified above.

(2) Hand Deliver/Courier Service. Hand deliver the proposal to Building A-12 of the Naval Facilities Engineering Command (NAVFAC) Hawaii Compound. Upon arrival, the offeror or courier shall notify Government personnel that it requests to drop off a proposal and shall present photo identification for verification.

b. If security levels are heightened, the Government will notify offerors of the revised submittal procedures.

SUBMITTAL REQUIREMENTS

a. General Solicitation Submittal Requirements: Submit one set of the price proposal and two sets of the non-price proposals in three separate 3-ring binders. The complete price and non-price proposals shall be submitted in separate binders entitled "Price Proposal" and "Non-Price Proposal." The non-price proposal shall not contain any cost/pricing information.

b. Price Proposal.

(1) Solicitation Submittal Requirements.

(a) Standard Form 1449 with an original signature;

(1) Ensure Blocks 17a. and b. and 30a. through c. of the SF1449 are completed as follows:

(a) Individuals doing business as a firm - Signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____" [insert name of firm].

(b) Partnerships - Signed in the partnership name.

(c) Corporations - Signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign.

(d) Joint Ventures - Signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

(e) Limited Liability Corporation (LLC) – Signed in the LLC name, followed by the word "by" and the signature of the member authorized to sign.

(2) If the offeror delegates this authority to an individual or position, the offeror must submit a Delegation of Authority letter signed by someone authorized to delegate, along with a corporate statement (e.g., by-laws, corporate resolution) showing that the delegator is authorized to delegate this authority.

(b) Acknowledgment of any amendments issued for this RFP;

(c) One compact diskette (CD) containing Section B Prices and Attachments J-0200000-8 through J-0200000-12, using the "Offeror Pricing Schedule" Microsoft Office Excel (excel) file. Offerors shall not use their own forms or alter the excel file document. Do not convert the excel file to an Adobe Acrobat file. Submit as an excel file completing the excel file as follows and DO NOT SUBMIT A HARD COPY OF THE EXCEL FILE.

(1) Complete only the column on each worksheet in the excel file entitled, "UNIT PRICE." Limit unit prices to two decimal places. The "Total Amount" column will fill in automatically, rounded to two decimal places, by multiplying the estimated quantity by the unit price.

(2) Section B Prices. The Amounts for each Contract Line Item No. will be filled in automatically from Attachments J-0200000-8 through J-0200000-12.

(d) Contractor Information;

(e) A completed copy of the representations and certifications at FAR 52.212-3;

(f) Complete the annual representations and certifications electronically via the sam.gov website at <https://www.sam.gov>. Ensure you also complete the DFARS provisions. In order for the DFARS clauses to appear in ORCA, you must answer "yes" to Question #27, (would like to do business with the Department of Defense);

(g) Evidence of submission of VETS-100 Report, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)," as required by FAR 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (If not applicable, provide statement that Offeror has not had contracts subject to this requirement.);

(h) CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate);

(i) Joint Venture Agreement (if submitting proposal as a joint venture);

(j) Most current balance sheet for a full year.

c. Non-price Proposal:

(1) Factor 1, Corporate Experience:

(a) Solicitation Submittal Requirements:

(1) Submit a list of all relevant towing services contracts or subcontracts using the attachment entitled, "Corporate Experience List." The list shall include only contracts and/or subcontracts that were completed no more than seven years prior to the issuance date of this solicitation, or are currently in progress, and valued at \$50,000.00 or more per calendar year. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$50,000.00 or more per calendar year. Contracts listed may include those entered into with Federal, State, or local governmental agencies, as well as contracts with commercial entities. Submit a separate list for each subcontractor that will perform major aspects of the requirement.

(2) If the evaluation of your experience list (your firm's and your subcontractors') does not result in an Acceptable rating for Corporate Experience, the Government will consider the experience of your (your firm's and your subcontractors') Key Personnel (Project Manager and Quality Manager only), using the attachment entitled, "Key Personnel Experience List." The Project Manager and Quality Manager shall EACH have at least three years of relevant experience, similar in scope to the subject solicitation (i.e., towing services contracts or subcontracts and valued at \$50,000.00 or more per calendar year (the dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$50,000.00 or more per calendar year)), which were completed no more than seven years prior to the issuance date of this solicitation, or are currently in progress. You must submit a separate "Key Personnel Experience List" for both the Project Manager and Quality Manager. If you submit the list for only one position, it will not be considered.

(2) Factor 2 – Safety

(a) 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, 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.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years, 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.

(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.

(3) Factor 3, Past Performance

(a) Solicitation Submittal Requirements:

(1) IF A COMPLETED CPARS EVALUATION IS AVAILABLE (FOR EACH PROJECT LISTED FOR FACTOR 1), IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Offeror or its team members must submit the Past Performance Questionnaire (PPQ) included in the solicitation to the client for EACH project the offeror includes in its proposal for Factor 1, Corporate Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE. The Government will not consider PPQs for projects for which completed CPARS are available.

(2) IF A CPARS EVALUATION IS NOT AVAILABLE, offerors must ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs must 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 must complete and submit with the proposal the first page of the PPQ (Attachment C), 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, Ms. S. Sekiguchi, via email at sandy.sekiguchi@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.

(3) Offerors may also include performance recognition documents such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition if they were received within the last seven years prior to the issuance date of this solicitation.

(4) 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), and any other known sources not provided by the offeror.

(5) 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.

d. Each offeror shall address and submit, as a minimum, ALL items required by the paragraphs above. Failure to include a portion of any item may render the proposal ineligible for award.

BASIS FOR AWARD

a. 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 lowest priced, technically acceptable (LPTA) offer.

b. The number of proposals to be evaluated for technical acceptability may be limited to the three lowest priced offers at the discretion of the Contracting Officer.

c. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

d. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

e. Offers are solicited on an "all or none" basis. Failure to submit prices for all items and quantities listed shall be cause for rejection of the offer. The initial award will include only Contract Line Items 0001 and 9000.

PERFORMANCE PERIOD OF CONTRACT

a. The contract term shall be for a period of one calendar year commencing 60 calendar days after award. Upon mutual agreement of the Government and the Contractor, the term of the contract may commence within a shorter period than the 60 calendar days stated.

b. The Government has the option to extend the term of the contract in accordance with the OPTION TO EXTEND THE TERM OF THE CONTRACT clause.

c. The option year price shall be at prices bid for each option period. The Government will adjust the Service Contract Act prices, based on new Department of Labor Wage Determination rates. The Contractor shall not include any allowance for any contingency to cover increased cost for which adjustment is provided under FAR 52.222-43.

PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement.

b. The Government will periodically assess the Contractor's overall performance on this contract by completing the Contractor Performance Assessment Report (CPAR) form. The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The Contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses the CPAR form. The Contractor will have an opportunity to submit written comments on unsatisfactory ratings.

c. The Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website www.cpars.navy.mil. Prior to commencement of work the Contractor shall 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. The Contractor shall keep this contact information current.

ELECTRONIC COMMERCE

The Government may issue documents using electronic commerce methods such as electronic mail ("email") and facsimile ("fax") in lieu of mailing. Examples of such documents include, but are not limited to, general correspondence; direction letters; Request for Proposals; Task Orders; and contract modifications. The Government will use the email address and/or fax number provided by the contractor. The contractor is responsible for providing the government with current and accurate information. If the Government issues the documents via email, successful transmission of the document, as evidenced by the "Sent" date shown on the Government's email system, will constitute official issuance of the document. The date and time recorded on the "Sent" email will be the official date and time of receipt by the contractor. If the Government issues the documents via fax, successful transmission of the document, as evidenced by the fax confirmation report, will constitute official issuance of the document. The date and time recorded on the fax confirmation report will be the official date and time of receipt by the contractor.

CONTRACTOR SUPPORT OF ELECTRONIC CONTRACTING (DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DOD EMALL. The DOD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD) or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DOD EMALL to view and order IQ line items.

The contractor is required to receive electronic IQ orders from the DOD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DOD EMALL. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/certificate.html>.

The contractor shall post updates on order delivery schedule and performance to the DOD EMALL in a timely manner.

The contractor shall track quantities and report total ordered quantity in DOD EMALL and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities.

INVOICING INSTRUCTIONS

The Contractor shall submit invoices monthly, unless otherwise approved, to the Contracting Officer for services performed. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. The contractor shall complete a Certificate of Conformance as shown below and submit it with each invoice.

Invoices will be processed for payment upon verification of work actually performed and (1) receipt of required contractor submittals and (2) a copy of a signed certificate of conformance. Invoices shall be submitted using Attachment 0200000-03. Invoices shall be submitted with a copy of the task order(s) attached.

CERTIFICATE OF CONFORMANCE

I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements and are in the quantity shown on this or on the attached document.

Date of Execution: _____

Signature: _____

Title: _____

APPOINTMENT OF ORDERING OFFICER(S)

Ordering Officers under this contract are authorized by the Contracting Officer to execute task orders provided the total price for the task order does not exceed the individual Contracting Officer(s) warrant limitations. The Ordering Officers and their specific authority shall be stated in this contract or in an appointment letter.

MINIMUM AND MAXIMUM QUANTITIES (JUN 1994)

a. As referred to in paragraph (b) of the FAR 52.216-22, INDEFINITE QUANTITY clause, the contract minimum quantity is \$2,000.00. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of the FAR clause entitled "Termination for Convenience of the Government" shall apply to the unordered amount of the contract minimum quantity. The maximum quantity shall not be exceeded except as may be provided for by formal modification to the contract.

b. Only the base period of the contract will offer a minimum guarantee. The minimum guarantee is not applicable to any option periods exercised.

PROCEDURES FOR ISSUING ORDERS

a. Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

b. Except in emergency situations, only a Contracting Officer may modify task orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task orders only during an emergency. Modifications to task orders will be issued on a Standard Form (SF 30).

c. Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued.

GOVERNMENT REPRESENTATIVES

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 is 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 task/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.

PAYMENT

a. The Government will base payment on invoices submitted by the Contractor for satisfactorily completed work. Payment will be subject to reduction for overpayments or increase of underpayments on preceding payments to the Contractor.

b. The obligation of the Government to make any of the payments required under any of the provisions of this contract will, in the discretion of the Contracting Officer, be subject to (1) reasonable deductions on account of defects in material or workmanship, and (2) any claims which the Government may have against the Contractor under this contract.

OFFICE OF THE CONTRACTOR

Maintain an office or place of business on the island of Oahu, Hawaii, manned during all regular working hours, and at any time whatsoever when work is in progress, equipped with telephone service at which toll-free or collect calls will be accepted for ordering work or any other purpose in connection with the work. Maintain an emergency telephone for other than regular working hours. Submit to the Contracting Officer the address and telephone number of the normal business office and emergency telephone number within fifteen calendar days after award of this contract and immediately after any changes.

CLAUSES INCORPORATED BY REFERENCE

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

Federal Acquisition Regulation (FAR):

<http://farsite.hill.af.mil/VFFARA.HTM>

Defense Acquisition Regulation Supplement (DFARS):

<http://farsite.hill.af.mil/VDFDARA.HTM>

(End of Summary of Changes)

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2.6	Response to Request for Service	<p>The Contractor shall dispatch a tow truck to the scene of the pickup upon receipt of a request for service. Arrive at the scene of pickup within the following times after receiving the request for the services:</p> <ul style="list-style-type: none"> (a) Zones I, II, and III – Within 90 minutes. (b) Zone IV – Within two hours. (c) Moving vehicles from Government pick-up point to commercial vendors work site – Within one work day. A grace period may be approved by the NAVFAC HI Transportation Operations and Maintenance Service Desk for special circumstances (e.g., heavy traffic hours, vehicle located in an extremely remote area, etc.). The Contractor shall request variance from the required response time at the time the towing request is issued by the NAVFAC HI Transportation Operations and Maintenance Service Desk.
2.7	Delivery of Vehicles	<p>The NAVFAC HI Transportation Operations and Maintenance Service Desk will direct the Contractor to deliver the towed vehicle to one of the following delivery points (See Attachment 1700000-01 for delivery point locations):</p> <ul style="list-style-type: none"> (a) NAVFAC HI Transportation Operations and Maintenance Facility Building 35, South Avenue, Pearl Harbor Naval Base. (b) NAVFAC HI Transportation Operations and Maintenance Facility Building 90 or Defense Reutilization Marketing Office (DRMO), Kalaeloa. (c) NAVFAC HI Transportation Maintenance Facility Building 2002 and 2010, Hickam. (d) For after-hours towing to Building 35, deliver the vehicles to the area along the fence line near the facility gate. The drop-off point for after hour towing of vehicles to other areas will be indicated on the Order or at the time of the request. (e) Pickup of vehicles at delivery points (a), (b) and (c) and deliver to a commercial vendor (as directed). (f) Deliver directly to a commercial vendor work site (as directed). <p>During regular hours the BSVE personnel at the drop location shall sign for the vehicle received. If towing services are requested "after hours" the on-call shop supervisor, mechanic or person requesting the tow service shall sign for the vehicle once it is delivered to the specified location.</p>
2.8	Recovery of Vehicles	The Contractor shall provide services to re-locate vehicles to an area where the vehicle can be properly and safely be hooked up for normal towing or for the vehicle to be driven without being towed. The Contractor shall utilize the proper techniques and safety practices to prevent damage to the vehicle.
2.8.1	Normal Recovery	Provide services to re-locate vehicles from off-road on level surface to an area where the vehicle can be properly and safely be hooked up for normal towing or for the vehicle to be driven without being towed. Up-righting vehicles are also included.
2.8.2	Abnormal Recovery	Provide services to re-locate vehicles from soft sand, ditches, inclines, off road areas, etc. to an area where the vehicle can be properly and safely hooked up for normal towing or for the vehicle to be driven without being towed.
2.9	Electrical Jump-Start	The Contractor shall provide services to jumpstart vehicles with dead batteries using approved jumper cables or an approved external power source. Contractor shall utilize proper techniques and safety practices. If jumpstarting will cause damage to the vehicle (i.e., on-board computer, electrical system, etc.), the

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
		Contractor shall contact the NAVFAC HI Transportation Operations and Maintenance Service Desk for approval to tow the vehicle in lieu of jumpstarting. Response time shall be the same as specified in Spec Item 2.6.
2.10	Unlocking of Vehicles	Contractor shall provide services to unlock vehicles utilizing proper tools and approved methods to prevent damage to the vehicle. Response time shall be the same as specified in Spec Item 2.6.
2.11	Cancelled Service Requests	The Contractor will be compensated for cancelled service requests when a tow truck has been physically dispatched to the service call location prior to the receipt of the cancellation notification from the NAVFAC HI Transportation Operations and Maintenance Service Desk.
2.12	Clean-Up	The Contractor shall comply with Section 15-24.2(c) of the Revised Ordinances of Honolulu 1990 which requires the removal of all glass or other injurious substances at the accident scene or dropped from wrecked or damaged vehicles during towing/recovery services.
2.13	Safety	Vehicles used for transporting ammunition, explosives, or other dangerous / hazardous material shall be marked and operated per NAVSEA OP-2239 and the rules and regulations prescribed by the Federal Motor Carrier Safety Regulations, U.S. Department of Transportation, Federal Highway Administration, Bureau of Motor Carrier Safety. Necessary permits for the movement of overweight/oversized loads on public highways shall be obtained.
2.14	Audits and Inspections	The Contractor shall provide assistance and cooperation for all authorized transportation related inspections, internal reviews, and audits conducted by the Government. The Government and other external agencies perform approximately five audits and inspections per year.
2.15	References and Technical Documents	References and Technical Documents are listed in Attachment 0200000-04.

SECURITY REQUIREMENTS APPLICABLE FOR PEARL HARBOR NAVAL SHIPYARD (PHNSY) & INTERMEDIATE MAINTENANCE FACILITY (IMF)'S CONTROLLED INDUSTRIAL AREA, OTHER SENSITIVE AREAS, CONTROLLED NUCLEAR INFORMATION AREAS, AND/OR NUCLEAR WORK AREAS (REVISED AUG 2013)

1. The provisions of these security requirements are applicable to Shipyard & IMF areas including the areas listed below:

a. CIA-I (Controlled Industrial Area I) – The large fenced-in area encompassing the waterfront and industrial shops, extending from Building 1274 to include all of Bravo Pier 2.

b. When activated, CIA-II (Controlled Industrial Area II)- Dry Dock No. 4 Compound (including Building 1444).

c. Areas designated “Other Sensitive Area” (OSA), “Controlled Nuclear Information Area” (CNIA); and “Nuclear Work Area” (NWA).

2. Performance of all work under this contract (includes task and delivery orders) is restricted to U.S. citizens and U.S. nationals only. U.S. citizen employees of a foreign owned, controlled, and/or influenced company (including a parent company) for access purposes are considered foreign nationals and special authorization would be required for escorted access to PHNSY & IMF spaces.

3. For issuance of Red or Yellow badges, a “classified contract” is required with a Contract Security Classification Specification (DD 254) that allows access to Restricted Data (for Red) and Naval Nuclear Propulsion Information (NNPI) (for both). Also in accordance with OPNAVINST N9210.3 (Safeguarding of NNPI) the contract or subcontract must incorporate all NNPI handling requirements.

4. These security requirements are applicable to the prime contractor as well as to all subcontractors and suppliers thereunder. For unescorted access, these requirements shall be incorporated into Shipyard & IMF and co-located command originated and funded contracts and memorandums of agreement or understanding.

5. The period of proposed contract work to be performed in particular areas of the Shipyard & IMF is subject to further approval of the Shipyard & IMF Commander depending on the sensitivity of Shipyard & IMF industrial operations in the affected areas.

6. Three weeks prior to the visit, the contractor, subcontractors, and suppliers shall complete applicable items on Part 1 of the Contractor Visit Request (VR) form (PH-SYD 5512/28) and submit it to the Government Contracting Activity (GCA) or COR for completion of Part 2. The GCA/COR will then forward the VR and DD 254, as applicable, to the Shipyard & IMF Sponsor for completion of Part 3 no later than two weeks prior to the visit. The Shipyard & IMF Sponsor will submit the VR to the Pass and Identification Office (Pass and ID) no later than one week prior the visit. The VR must include the type of U.S. citizenship. Entry into the CIA, CNIA, NWA or OSA may be authorized under one of the following conditions.

a. For unescorted entry to the CIA: contractor personnel must show proof of U.S. citizenship before a Green badge can be issued.

b. For unescorted entry into an OSA, CNIA or NWA:

(1) All contractors, subcontractors, and suppliers must have a DOD Facility Security Clearance and those contractor employees who need access to the OSA, CNIA and/or NWA must have DOD security clearances granted by Defense Security Service (DSS). A Yellow or Red badge will be issued depending on the areas needed to be accessed. For a Yellow (CNIA) badge, the contractor must have at least an Interim Confidential. For a Red (NWA) badge, the contractor must have a final security clearance.

c. For situations other than the above, personnel requiring unclassified/CIA access may be issued a White "Escort Required" ("ER") badge for CIA access under the escort of a briefed Yellow or Red badge Shipyard & IMF employee knowledgeable of the area. Escorted access to CNIA's and NWAs must be coordinated with the cognizant Department Security Coordinator to ensure that the area is sanitized and the escort is properly briefed/knowledgeable of the area. Contractors, subcontractors, and suppliers are advised that processing of "ER" badges may take up to five working days to complete.

d. The initial submittal of VR forms need not be all-inclusive. It may be expanded to meet the essential requirements of the contractor. Each individual added to the list, however shall be subject to the same pre-entry screening requirements as outlined above.

e. Under no circumstances shall personnel sign, transmit or hand-carry their own VR. The VR should be mailed, e-mailed encrypted or password protected, or delivered by the GCA or Shipyard & IMF Sponsor.

f. Ensure that all contractor employees provide a valid (i.e. state or federally issued) photo identification card and proof of U.S. citizenship to the Pass and ID Office prior to being issued a Shipyard & IMF badge, see Attachment (1) for a list of acceptable documents.

g. Ensure any derogatory or questionable information concerning contractor employees possessing a DOD security clearance or a Shipyard & IMF badge is immediately reported to the Security Office (Code 1125) so that access eligibility can be evaluated.

h. Ensure that contractor employees attend a 30-minute orientation on the safety, security, and radiological protection aspects of industrial operations within the Shipyard & IMF.

NOTE: The briefing, which is in the form of a video presentation will be given at the Pass and ID Office in groups of 10, prior to the issuance of Shipyard & IMF badges. Special arrangements for larger groups can be scheduled upon request.

i. Ensure that onsite contractor personnel issued Red or Yellow badges attend mandatory Shipyard security training and briefings as required by SECNAV M-5510.30 (DON Personnel Security Program) and DOD Directives.

j. Ensure that all employees wear and display the Shipyard & IMF badge in the chest area at all times while entering, remaining in, and exiting Shipyard & IMF spaces.

k. Ensure that each badge is used only by the specific individual named on the badge.

l. Maintain strict accountability over identification badges and passes issued by the Pass and ID Office. Report immediately, to the Pass and ID Office, any badges/passes that are missing or lost and the circumstances. Return badges/passes to the GCA immediately upon termination of any employee, upon expiration, upon completion of contract, or when no longer required. The GCA will ensure that all badges/passes are returned and forwarded to the Shipyard & IMF Pass and ID Office (Code 1125.2).

m. Restrict hours of work to 0630 – 1500 hours Monday through Friday only. When operational needs require the contractor to schedule work before 0630 and/or after 1500 (Monday through Friday) or on weekends and holidays, provide written notification at least two weeks in advance to GCA who will obtain approval from the respective Shipyard & IMF departments, offices, and shops. Such notifications will include the company name, type of work to be performed, location of work, specific dates, and hours of work. The POC will submit a request in writing to the Security Office (Code 1124) by Wednesday of each week to add the contractor to the "Non-Duty Hours Contractor Access List" that is prepared weekly. Emergency access for contractors not on the non-duty hours list may be authorized entry by the Security Officer or Security Operations Officer upon verification with the POC.

n. Restrict employees/representatives to the work site and control travel directly to and from the work site.

7. The Pass and ID Office is located in Building 207 at Safeguard Street and Russell Avenue.

8. No vehicle will be permitted access to a work site in the CIA without a valid Shipyard & IMF CIA vehicle

pass. The Shipyard & IMF CIA vehicle passes are issued by the Shipyard & IMF Pass and ID Office. Shipyard & IMF CIA vehicle passes will not be issued unless proof of vehicle registration to the contractor's company has been presented to Shipyard & IMF Pass and ID. All vehicles are required to conform to Shipyard & IMF traffic regulations. The speed limit is 15 MPH in the CIA. Outside the CIA, the speed limit is as posted or marked.

9. Only those contractor vehicles meeting all of the following criteria will be allowed to enter the CIA with the Shipyard & IMF CIA vehicle pass:

a. All vehicles must clearly display an authorized company sign or logo on both sides of the vehicles. The logo must be either painted on or a magnetic sign. Paper or cardboard signs are not authorized. Lettering of the logo must not be less than 2-1/2 inches in height and 1/4 inch wide.

b. They must be company or commercial vehicles used by the contractor to transport heavy equipment and/or material to the job site. In limited circumstances, contractor vehicles may be allowed entry to conduct on-site inspections at the job site.

NOTE: Contractor vehicles will not be used to transport employees to the job site. Privately-owned vehicles will not be allowed in the CIA.

10. A limited number of CIA vehicles passes will be issued to each contractor, subcontractor and vendor to facilitate work requirements. Every vehicle entering the CIA will display the pass on the dashboard or visor (facing outward). The pass will be visible at all times while in the CIA. Parking is limited to those areas that are specifically identified on the pass. If additional passes are required, adequate justification must be presented to the Pass and ID Office via the GCA.

11. Vehicles may enter and exit from gates located on Paul Hamilton Avenue or on Chosin Street, Monday through Friday, 0630 to 1500 hours. For access before 0630 and after 1500 hours, weekends, and holidays the contractors must comply with paragraph 6.m. After proper notification, contractors may enter and exit from either gate after hours, weekends, and holidays.

12. Parking is not permitted on any piers on any dry dock/waterfront areas. Contractors shall not park on or block the marked fire lanes at any time. Vehicles may stop on the piers of dry dock/waterfront areas for 15 minutes for loading or unloading. An exception may be made for vehicles which are part of the equipment needed to do the required work and are attached or connected to the pier or ship, i.e., a truck which uses a mounted generator, a vehicle with built-in equipment, etc. A written request for pier parking authorization with justification will be sent to the Shipyard & IMF Security Officer (Code 1120) via the GCA at least two weeks prior to the date parking space is required. The following information is required:

- a. The license number of the vehicle(s).
- b. The type and size of the vehicle(s) (pickup truck, crane, forklift, etc.)
- c. Parking location.
- d. Purpose and duration.

13. Parking for privately-owned vehicles is available:

a. In the "N" parking lot on Central Avenue and "D" parking lot on Paul Hamilton Avenue, located between South Avenue and Safeguard Street.

b. In the "C" parking lot on Lake Erie Street and Central Avenue.

14. All vehicles are subject to search while entering, remaining in, or leaving the Shipyard & IMF and/or Joint Base Pearl Harbor-Hickam (JBPHH) areas. A Property Pass (OP-7) issued and signed by the GCA must cover all government material being transported out of the CIA by contractors. Material found without a Property Pass will be confiscated and a police offense report issued.

15. Entry into shop/office/ship spaces covered by this contract will be subject to prior approval of the

respective Shop Superintendent/Office Head/Ship's Commanding Officer. Contractors will coordinate action with the GCA for obtaining entry approval.

16. The Shipyard & IMF Security Officer will provide guard services on a reimbursable basis for contractors requiring guard services. The contractor must notify and obtain approval from the Shipyard & IMF Security Office via the GCA at least two weeks prior to the time guard services will be required. Notification in writing shall (include the purpose and number of hours guard services will be required).

17. Contractor personnel will not be permitted to enter Shipyard & IMF buildings, spaces, and areas not covered by this contract except on prior approval of the Shipyard & IMF department/office/shop having jurisdiction of the areas. Contractors will coordinate action with the GCA to obtain such entry approval.

18. Access to unclassified and classified U.S. Navy shipbuilding, conversion, or repair technology and related technical information manuals, documents, drawings, plans, specifications, etc., by the contractor shall be restricted to an official need-to-know basis. This type of information shall be handled, controlled, and safeguarded to prevent oral, visual, and documentary disclosure to uncleared personnel, the public, to foreign sources, and to all personnel not having an official need-to-know. It shall be returned to the Pearl Harbor Naval Shipyard & IMF upon completion of contracted work, except when the GCA grants specific retention authorization.

19. **Photography and photographic equipment are prohibited in the Pearl Harbor Naval Shipyard & IMF, to include personal cellular phones with camera features.** When operationally required, a written request containing specific justification and details will be submitted to the Security Office (Code 1125) via the GCA for consideration. If a Shipyard & IMF photographer is unable to take the photographs, authorization will only to be granted to the contractor if the contractor has a Shipyard Sponsor and is under continuous escort of a designated Shipyard & IMF employee. The designated escort shall be briefed by Code 1125. The escort will take the film or photographic media in his or her custody. The Sponsoring Shipyard Code/Office will mark and control the photographs as "For Official Use Only" and route the photographs in accordance with local regulations for review and approval of a Distribution Statement (prior to release from Shipyard & IMF).

20. **Portable Electronic Devices (PEDs). PEDs include pagers, mobile/cellular telephones (with/without cameras), personal digital assistants/job performance aids, laptop/notebook /handheld computers, digital imagery (still/video) devices, analog/digital sound recorders (e.g. L-PODs), video game devices, USB devices, and devices of similar capability, functionality, or design.** Privately-Owned PED devices such as those listed above are prohibited on Shipyard premises. Privately-Owned PEDs without camera devices are prohibited unless approved in writing by the local Information Assurance Authority (IAA) or Information Assurance Manager (IAM). Violations may result in the confiscation and sanitization of the PEDs. The only approved method of sanitizing most PEDs is physical destruction.

a. All users authorized to use PEDs in the Shipyard & IMF workspaces, whether privately-owned (includes contractor-owned) or government-owned, are required to comply with NAVSHIPYD&IMFPEARLINST 5239.1(series), *Activity Information Systems Security Plan (AISSP)*

b. For Privately-Owned PEDs without camera devices approved for use in Shipyard & IMF spaces, the user shall follow:

(1) The PEDs will not handle, process, or store any U.S. Government information unless otherwise authorized by the IAM.

(2) The PEDs will not be connected to any Shipyard & IMF network, U.S. Government-Owned computers, or associated peripherals.

(3) The PEDs will operate in only approved locations. These PEDs are not allowed in spaces processing and/or handling classified information.

(4) Users shall comply with software copyright laws and agreements.

(5) Violations of the above may result in the confiscation of the PED.

(6) The U.S. Government will not be liable for the privately-owned PED hardware/software while on the Shipyard & IMF premises.

c. For U.S. Government-Owned PEDs approved for use in Shipyard & IMF spaces and issued for official government travel, the user shall follow:

(1) Government-Owned PEDs that are synchronized with desktop computers on Shipyard & IMF Local Area Network (LAN) shall follow the security measures in Enclosure (2) of NAVSHIPYD&IMFPEARLINST 5239.1(series).

(2) Use of Government-Owned PED equipment while on travel and performing official government business is allowed.

(3) Government-Owned PEDs shall not be checked as baggage, stored in airport or bus station lockers, or left with desk clerks at motels. PEDs with NNPI data shall not be left unattended in the motel room. If a PED with no NNPI data is left unattended in the motel room, it must be locked in a personally owned container (i.e., luggage, brief case, etc.).

(4) Government-Owned PEDs shall not be taken out of the United States without an authorization letter from the IAM.

(5) Government-Owned PEDs will not be used to store passwords; safe and door combinations; personal identification numbers (PINs); as well as classified information.

(6) Government-Owned PEDs shall not be used for classified information processing unless specifically authorized in writing by the local IAA.

(7) Where feasible, Government-Owned PEDs shall employ up-to-date signature files that are used to profile and identify viruses, worms, and malicious code. As proven anti-virus clients for PEDs become available, these clients shall be deployed to the greatest possible extent in all PEDs that connect to the Shipyard & IMF network.

21. Ensure that yellow plastic material is not used for warning signs, covering material, etc.

22. Be responsible for control and security of all contractor-owned equipment and material at the work site. Report immediately, all missing/lost/stolen property to the Joint Base Pearl Harbor Hickam Security Detachment (phone 474-6751) as each case occurs.

23. Ensure that no material is stacked within ten (10) feet of the CIA perimeter. Remove from the work site, or secure, ladders or other such equipment, which could be used to climb the CIA perimeter fence. Ensure that no vehicles are parked within ten (10) feet of the CIA perimeter.

24. Provide written notification to the Commander, Pearl Harbor Naval Shipyard & IMF (Code 1120) via the GCA, two (2) weeks prior to actual start of work to allow for notification of the appropriate Shipyard & IMF departments, offices, and shops of the impact resulting from the contract work. Such notifications will include specific details such as work schedules (including actual start date for Shipyard & IMF entry), and impact statements concerning tasks to be done, e.g. specific parking spaces to be vacated, inclusive dates involved, traffic rerouting, changes to traffic and parking patterns, traffic/parking controls to be instituted by the contractor, barricades to be erected by the contractor, etc., along with sketches of the particular areas involved.

25. Two weeks prior to making any penetrations (i.e. tunneling under, cutting through a fence or building, etc.) in a restricted area (e.g. CIA fence line, CNIA or NWA) the contractor shall contact Code 1120 via the GCA to make arrangements for a security guard or other measures required to meet all security requirements. The cost for the security guard will be charged to the contractor.

26. Any exceptions to these security requirements must be coordinated with the Security Office (Code 1120).

ATTACHMENT (1)

**DOCUMENTS ACCEPTABLE FOR PROOF OF U.S.
CITIZENSHIP**

(Original documents or certified copies)

1. U.S. BIRTH REGISTRATION CARD (with Registrar's raised seal and signature)
2. U.S. BIRTH CERTIFICATE (original with raised seal from one of the 50 states or outlying U.S. territories or U.S. possessions)
3. U.S. IMMIGRATION AND NATURALIZATION SERVICE
NATURALIZATION CERTIFICATE (INS N-550/570)
4. DD FORM 1966 (U.S. citizenship documents sighted are listed and attested to by a recruiting official)
5. DELAYED BIRTH CERTIFICATE (Original with Registrar's seal and signature and cites secondary evidence)
6. HOSPITAL BIRTH CERTIFICATE (Original with authenticating raised seal or signature provided all vital information is given)
7. U.S. PASSPORT (Current or expired)
8. U.S. IMMIGRATION AND NATURALIZATION SERVICE CERTIFICATE
OF CITIZENSHIP (INS N-560/561)
9. FORM FS 240 – REPORT OF BIRTH ABROAD OF A CITIZEN OF THE
UNITED STATES OF AMERICA/CONSULAR REPORT OF BIRTH
10. FORM FS 545 – CERTIFICATION OF BIRTH (Issued by U.S. Consulate)
11. FORM DS 1350 – DEPARTMENT OF STATE CERTIFICATION
12. NOTICE FROM THE STATE'S REGISTRAR ACCOMPANIED BY
SECONDARY EVIDENCE I.E. BAPTISMAL CERTIFICATE, CERTIFICATE
OF CIRCUMCISION, EARLY CENSUS, FAMILY BIBLE RECORDS, ETC.

--END OF SECTION--

ATTACHMENT (2)
INSTRUCTIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING
TO FOREIGN INTERESTS

Question 1:

a. Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5% or more of the outstanding shares of any class of your organization's equity securities? If yes:

-Identify the percentage of any class of stock or other securities issued which are owned by foreign persons, broken down by country. Include indirect ownership through one or more intermediate level(s) of subsidiaries. Indicate voting rights of each class of stock.

-Are there shareholder agreements? If yes, attach a copy(ies), and if none, so state.

-Indicate whether a copy of SEC Schedule 13D/13G report has been received from any investor. If yes, attach a copy(ies).

Note: Ownership of less than 5% should be included if the holder is entitled to control the appointment and tenure of any management position.

b. (For entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5% or more of your organization's total capital commitment? If yes:

-Identify the percentage of total capital commitment which is subscribed by foreign persons.

-Is there an agreement(s) with the subscriber(s)? If yes, attach a copy(ies), and if none, so state.

Question #2: Does your organization directly or indirectly through your subsidiaries and/or affiliates, own 10% or more of any foreign interest? If yes:

-Identify the foreign interest by name, country, percentage owned, and personnel who occupy management positions with the organizations.

-If there are personnel from your organization who occupy management positions with the foreign firm(s), identify the name(s), title, and extent of involvement in the operations of the organizations, (to include access to classified information).

Question #3: Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials? If yes:

-Identify the foreign person(s) by name, title, citizenship, immigration status and clearance or exclusion status.

-Attach copies of applicable by-laws or articles of incorporation, which describe the affected position(s). However, if you have already provided such copies to the Cognizant Security Agency Industrial Security Representative, so state.

Question #4: Does any foreign person(s) have the power, direct or indirect, to control the election,

appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization? If yes:

-Identify the foreign person(s) by name, title, citizenship, and all details concerning the control or influence.

Note: If any foreign person(s) have such power, this question shall be answered in the affirmative even if such power has not been exercised, and whether or not it is exercisable through ownership of your facility's securities, if such power may be invoked by contractual arrangements or by other means.

Question #5: Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)? If yes:

For each instance, provide the name of the foreign person, country, percentage of gross income derived, and nature of involvement, including:

-Whether defense/nuclear related or not

-Involvement with classified or export controlled technology

-Compliance with export control requirements

-Where the organization has a large number of involvements and where these involvements are not defense/ nuclear related and represent a small percentage of gross income; the explanation can be a generalized statement addressing the totals by country.

Note: We do not expect and will not require the contractor to ask every customer if he/she falls within the NISPOM definition of a foreign person. We will ask the contractor to provide ongoing security education to those individuals who negotiate and/or administer such agreements regarding their responsibilities to report agreements with a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question to "the best of his/her knowledge" or "through his/her best efforts".

Question #6: Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)? If yes:

-Provide your overall debt-to-equity ratio (in percentage).

-With respect to indebtedness or liability to a foreign person, indicate to whom indebted or liable, what collateral has been furnished or pledged, and any conditions or covenants of the loan agreement. If stock or assets have been furnished or pledged as collateral, provide a copy of the loan agreement or pertinent extracts thereof (to include procedures to be followed in the event of default).

-If any debentures are convertible, provide specifics.

-If loan payments are in default, provide details.

-This question should be answered in the affirmative if the debt is with a U.S. entity that is

owned or controlled either directly or indirectly by a foreign person. If unknown, so state.

Note: As stated above, we do not expect and will not require the contractor to ask every lender if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle lending arrangements regarding their responsibilities to report any such arrangements with a foreign person lender, to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #7: During your last fiscal year, did your organization derive:

a. 5% or more of its total revenues or net income from any single foreign person.

b. In the aggregate 30% or more of its revenues or net income from foreign persons?

If yes to either part of the question:

-Provide overall percentage of income derived from foreign sources by country, nature of involvement, and type of services or products.

-Indicate if any single foreign source represents in excess of 5% of total revenues or net income.

-Indicate whether any classified information is involved.

-State whether facility is in compliance with applicable export control requirements.

Note: As previously stated, we do not expect and will not require the contractor to ask every customer if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle information about company revenues regarding their responsibility to report revenues derived from a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #8: Is 10% or more of your organization's securities held in "nominee shares," in "street names" or in some other method which does not disclose the beneficial owner? If yes:

-Identify each foreign institutional investor holding 10% or more of the voting stock by name and address and the percentage of stock held.

-Indicate whether any investor has attempted to, or has exerted any control or influence over appointments to management positions or influenced the policies of the organization.

-Include copies of SEC Schedule 13D/13G.

Question #9: Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)? If yes:

-Provide the name, title, citizenship, immigration status and clearance or exclusion status on all such persons.

-Identify, by name and address, each foreign organization with which such persons serve and indicate the capacity in which they are serving.

-Include a Statement of Full Disclosure of Foreign Affiliations for every cleared individual who is a representative of a foreign interest.

Note: We expect the contractor to be able to answer this question fully for those individuals holding such positions with his/her foreign subsidiaries and any foreign interests. However, we do not expect and will not require the contractor to ask every individual to ascertain if he/she is serving as a director, officer or manager of a foreign person. We will ask the contractor to provide ongoing security education to all key management personnel of their responsibilities to report serving as an interlocking director or in any other type of positions with a foreign person to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #10: Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization? If yes:

-Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.

DEFINITIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS

Affiliate. Any entity effective owned or controlled by another entity.

Beneficial Owner. The true owner of a security who may, for convenience, be recorded under the name of a nominee. Such ownership entitles the owner to the power to vote or direct the voting of a security or to impose or direct the disposition of a security.

Bond. A certificate which is evidence of a debt in which the issuer promises to repay a specific amount of money to the bondholder, plus a certain amount of interest, within a fixed period of time.

Convertible Debentures. Bonds which the holder can exchange for shares of voting stock.

Covenant. A detailed clause in a lending agreement designed to protect the lender.

Debenture. A general debt unsecured by a pledge of any specific piece of property. Like any other general creditor claims, a debenture is secured by any property not otherwise pledged.

Debt-to-Equity Ratio. Total liabilities divided by total shareholders' equity (total assets minus total liabilities of a corporation; also called stockholders' equity, equity, and net worth). This shows to what extent owners' equity can cushion creditors' claims in the event of liquidation.

Equity Security. An ownership interest in a company, most often taking the form of corporate stock.

Foreign Interest. Any foreign government, agency of a foreign government, or representative of a foreign government any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the U.S. or its possessions and trust territories, and any person who is not a citizen or national of the United States.

Foreign Person. Any foreign interest and any US person effectively owned or controlled by a foreign interest.

Guarantor. One who makes the guaranty (an agreement or promise to answer for the debt, default or miscarriage of another).

Immigration Status. Legal basis for a non-US citizen's residence in the United States (e.g., work visa, admission for permanent residence). Note: Immigration and Naturalization Service Form 1-9 is an excellent source for this information.

Joint Venture. A partnership or cooperative agreement between two or more persons or firms, usually restricted to a single specific undertaking. Normally the undertaking is of short duration, such as for the design and construction of a dam.

Liability. Claim on the assets of a company or individual.

Licensing Agreement. A permit granted by one business to another which permits duplication of processes and production of similar items.

Management Positions. For the purposes of the questions on this form, management positions shall include owners, officers, directors, partners, regents, trustees, senior management officials, other executive personnel and the facility security officer.

Nominee Share. A share of stock or registered bond certificate which has been registered in a name other than the actual owner.

Proxy. One who acts for another. Also, the document by which such a representative is authorized to act.

Representative of a Foreign Interest (RFI). A citizen or national of the U.S., who is acting as a representative of a foreign interest (see Foreign Interest).

S.E.C. Schedule 13D. This schedule discloses beneficial ownership of certain registered equity securities. Any person or group of persons who acquire a beneficial ownership of more than 5 percent of a class of registered equity securities of certain issuers must file a Schedule 13D reporting such acquisition with certain other information.

S.E.C. Schedule 13G. This schedule is a much abbreviated version of Schedule 13D that is only available for use by a limited category of "persons" (such as banks, broker/ dealers, and insurance companies) and even then only when the securities were acquired in the ordinary course of business and not with the purpose or effect of changing or influencing the control of the issuer.

Sales Agreement. An agreement between two parties for the sale of goods or services on a continuing basis.

Stock Option. An option is the right to buy or sell at some point in the future.

Street Name. The common practice of registering publicly traded securities in the name of one or more brokerage firms.

Subordinated Debenture. A bond having a claim on assets only after the senior debt has been paid off in the event of liquidation.

Surety. One who is immediately liable for the debt of another if that other person or entity falls to pay.

Total Capital Commitment. The sum of money and other property an enterprise uses in transacting its business.

US Person. Any form of business enterprise or entity organized, chartered or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national of the United States.

FOREIGN INTEREST DETERMINATION
(Type or print all answers)

Ref: OPNAVINST N9210.3 & NAVSEAINST 5510.2

PENALTY NOTICE

Failure to answer all questions or any misrepresentation (by omission or concealment, or by misleading, false or partial answers) may serve as a basis for denial of access to Naval Nuclear Propulsion Information (NNPI) and/or NAVSEA facilities. In addition, Title 18, United States Code 1001, makes it a criminal offense, punishable by a maximum of five (5) years imprisonment, \$15,000 fine, or both, to knowingly make a false

statement or representation to any Department or Agency of the United States, as to any matter within the jurisdiction of any Department or Agency of the United States. This includes any statement made herein which is knowingly incorrect, incomplete or misleading in any important particular.

PROVISIONS

1. This report addresses requirements of DOD 5220.22-M, OPNAVINST N9210.3, and NAVSEAINST 5510.2. While you are not required to respond, your eligibility cannot be determined if you do not complete this form. Access to NNPI and/or NAVSEA facilities is contingent upon your compliance with the requirements of OPNAVINST N9210.3 or NAVSEAINST 5510.2.

2. When this report is submitted in confidence and is so marked, applicable exemptions to the Freedom of Information Act will be invoked to withhold it from public disclosure.

3. Complete all questions on this form. Mark "Yes" or "No" for each question. If your answer is "Yes" furnish, in full, the complete information under "Remarks."

QUESTIONS AND ANSWERS

	YES	NO
1. <i>(Answer 1a or 1b)</i> a. <i>(For entities which issue stock):</i> Do any foreign person(s) directly or indirectly, own or have beneficial ownership of 5 percent or more of the outstanding shares of any class of your organization's equity securities?		
b. <i>(For entities which do not issue stock):</i> Has any foreign person, directly or indirectly, subscribed 5 percent or more of your organization's total capital commitment?		
2. Does your organization directly, or indirectly through your subsidiaries and/or affiliates, own 10 percent or more of any foreign interest?		
3. Do any non-U.S. citizens or persons holding dual citizenship serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees, or senior management officials?		
4. Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization?		
5. Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)?		
6. Does your organization, whether as borrower, surety, guarantor, or otherwise have any indebtedness, liabilities, or obligations to a foreign person(s)?		
7. During your last fiscal year, did your organization derive: a. 5 percent or more of its total revenues or net income from any single foreign person?		
b. In the aggregate, 30 percent or more of its revenues or net income from foreign persons?		
8. Is 10 percent or more of any class of your organization's voting securities held in "nominee" shares, in "street names," or in some other method which does not identify the beneficial owner?		
9. Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees, or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)?		
10. Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization?		

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FOREIGN INTEREST DETERMINATION

REMARKS *(Attach additional sheets, if necessary, for a full detailed statement.)*

CERTIFICATION

I CERTIFY that the entries made by me above are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

WITNESSES:

_____ *(Date Certified)*

By _____

_____ *(Signature of Authorized Contractor Representative)*

_____ *(Typed Name of Contractor)*

NOTE: In case of a corporation, a witness is not required but the certificate below must be completed. Type or print names under all signatures.

_____ *(Title of Authorized Contractor Representative)*

_____ *(Address)*

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____

of the corporation named as Contractor herein; that _____

who signed this certificate on behalf of the Contractor, was then _____,

of said corporation; that said certificate was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ *(Signature and Date)*

(Corporate Seal)