

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 53	
2. CONTRACT NO.		3. SOLICITATION NO. N0002423R4204		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	
6. REQUISITION/PURCHASE NO. N0002423NR67004		7. ISSUED BY NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE WASHINGTON NAVY YARD DC 20376 CODE N00024 TEL: 2027812906 FAX		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX			

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

SOLICITATION

9. Sealed offers in original and _____ 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 _____ until _____ local time _____ (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 VICTORIA M HILL	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS victoria.m.hill20.civ@us.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)
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

Section B - Supplies or Services and Prices

ITEM NO CLIN Number 0001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Tow and Dismantle Three MCM Vessels
FFP

Prepare for and accomplish the individual tows of ex-CHAMPION (MCM 4), ex-SCOUT (MCM 8), and ex-ARDENT (MCM 12) from the Government location in San Diego, CA to the dismantle location. Prepare for and accomplish vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material for the ex-CHAMPION (MCM 4), ex-SCOUT (MCM 8), and ex-ARDENT (MCM 12). Work shall be completed in accordance with Section C.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002423NR67004

NET AMT

ITEM NO CLIN Number 0002	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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OPTION Intact Structural Removal
FFP

Prepare for and accomplish structural removals from ex-CHAMPION (MCM 4). Structural elements will be removed and set aside for government pickup in accordance with section C-2.3 of the contract, and will take place at the Contractor's dismantling facility.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002423NR67004

NET AMT

ITEM NO CLIN Number 0003	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Data Requirements

FFP

The Contractor shall prepare and submit all data requirements in accordance with the CDRLs (Attachment J-8), DD Form 1423, and the Section C Performance Work Statement (PWS).

FOB: Destination

PURCHASE REQUEST NUMBER: N0002423NR67004

NET AMT

Section C - Descriptions and Specifications

SECTION C

SECTION C-1 – GENERAL CONTRACT LINE ITEM DESCRIPTION

PERFORMANCE WORK STATEMENT

SECTION C-1: GENERAL CONTRACT LINE ITEM DESCRIPTION

SECTION C-2: SCOPE OF WORK

SECTION C-3: REQUIREMENTS

SECTION C-4: NAVSEA HQ CLAUSES

C-1.1 CLIN DESCRIPTION

Tow ex-CHAMPION (MCM 4), ex-SCOUT (MCM 8), and ex-ARDENT (MCM 12): CLIN 0001

The Contractor shall prepare the ships for tow, including ballasting the ship if needed, and tow MCMs (4, 8, & 12) from the INACTSHIPMAINTO location at the Naval Station San Diego, California to the Contractor's facility in San Diego County, CA or by transport above water via heavy lift to an awardee's facility located in the Continental U.S. (CONUS). The tow must be in conformance with CDRL A001, which includes completion of the U.S. Navy Tow Manual SL740-AA-MAN-010 Appendix H as well as a schematic of the rigging. Upon review and confirmation of conformity of the documentation, the Navy's technical authority for towing or a representative will provide approval for tow. The Contractor shall ensure the stability of the vessel during the tow. The U.S Navy Tow Manual can be obtained at

<https://www.navsea.navy.mil/Portals/103/Documents/SUPSALV/Salvage%20Docs/Towing%20Manual.pdf>

Dismantle ex-CHAMPION (MCM 4), ex-SCOUT (MCM 8), and ex-ARDENT (MCM 12): CLIN 0001

The Contractor shall complete the dismantling of the ships in a San Diego facility or a facility located in the CONUS and remove and properly dispose of all regulated or hazardous materials/wastes in accordance with all Federal, State, and local laws and regulations. The Contractor shall ensure the stability of the vessel during the dismantlement. The Contractor shall process and sell all scrap and reusable equipment/material removed from the vessel. The Contractor shall retain the sale proceeds to offset its costs of performance.

Intact Structural Removals from ex-CHAMPION (MCM 4): CLIN 0002 (OPTION)

If option is exercised, the Contractor shall accomplish the structural removals in accordance with Section C-2.3. This action will take place at the contractor's dismantling facility in San Diego County, CA United States of America (CONUS).

Contract Data Requirements List: CLIN 0003

The Contractor shall prepare and submit all data requirements in accordance with the CDRLs (Attachment J-8), DD Form 1423, and the Section C Performance Work Statement (PWS).

SECTION C-2 - SCOPE OF WORK

The Contractor shall furnish the items specified in Section B of the Solicitation in accordance with this Performance Work Statement (PWS). The Contractor shall provide all personnel, equipment, tools, vehicles, materials, facilities, supervision, and other industrial equipment and services necessary to meet the requirements of this Contract and perform the scope of work described in this PWS. The Contractor shall perform the services described herein in a manner which is safe for workers and the environment, and complies with all Federal, State and local laws and regulations. The Contractor shall have all valid permits and licenses necessary prior to performing the associated scope of work. The Contractor shall maintain valid permits and licenses throughout the period of performance of this Contract.

C-2.1 TOWING. The Contractor shall provide harbor clearance, ocean engineering and point-to-point towing services to ensure safe transport of the vessels from existing vessel location at the San Diego Navy Station to the Contractor's facility for complete dismantling. The Contractor shall develop the elements of a Tow Plan as required by CDRL A001, which requires completing the U.S. Navy Tow Manual's Appendix H, Towing Inspection Checklist, and a schematic of tow rigging. The Contractor shall prepare the ship for tow, including ballasting the ship if needed, and accomplish the towing of the vessel in conformance with the U.S. Navy Tow Manual SL740-AA-MAN-010 and upon the approval of the U.S. Navy's Technical Warrant holder for towing. The U.S Navy Tow Manual can be obtained at <https://www.navsea.navy.mil/Portals/103/Documents/SUPSALV/Salvage%20Docs/Towing%20Manual.pdf>.

C-2.1.1 TOWING SCHEDULE. The Contractor shall provide a written tow plan for the vessel in accordance with the U.S. Navy Tow Manual SL740-AA-MAN-010 and CDRL A001. The tow plan will be reviewed and approved by the associated Navy technical warrant holder. Transferring custody of vessel to the contractor will take place just prior to the tow-away, but only after the tow plan is approved and a DD 1149 form is signed. If the tow plan approval is delayed because it does not conform to the tow manual and CDRL A001 requirements, the Government will not assume liability for financial loss associated with the delay. The Contractor is obligated to obtain custody and remove all three ships from the San Diego Naval Station within two months (60-days after Contract Award).

C-2.2 DISMANTLING OF THE VESSEL. The Contractor shall complete dismantlement of the vessel in accordance with the scope of this Performance Work Statement (PWS).

C-2.2.1 SCHEDULE. The Contractor's proposed dismantling schedule for the vessel, required by CDRL A002, shall be incorporated into the Contract as Attachment J-3 upon contract award. Dismantle tasks include demilitarization of residual military equipment and property, identification and safe removal and disposal of hazardous materials/wastes, vessel dismantling, scrap processing, and sale and shipment of scrap and reusable equipment/material.

C-2.2.2 DRY-DOCK, SLIP, OR OTHER METHOD. The Contractor shall implement plans, as described in the Operational Plan [See Section C-2.2.5 below], for using dry-dock, slip or other method for dismantling the underwater hull in an environmentally safe manner. The plans shall include methods for ensuring vessel stability during the cutting process, final dismantlement of underwater hull, and measures to prevent flooding or sinking. In addition, plans shall include measures for preventing cutting slag and other contaminants from entering the water.

C-2.2.3 COMPLETE DISMANTLEMENT AND DEMILITARIZATION OF THE VESSEL. The Contractor shall completely dismantle and scrap all portions of the vessel structure. This will include the removal from the vessel, of all hull, inner bottom, bulkhead, deck and superstructure materials, as well as all between decks, longitudinal and transverse girders and frames, their associated webs, and floors. The term "hull" means the framework, including the keelsons, together with all decks and between decks, superstructures, tanks, inner and shell plating and bulkheads, but exclusive of main or auxiliary machinery, outfitings and furnishings and other auxiliary equipment. The term "scrap" means to reduce the property such that it has no value except for its basic material content. Final dismantlement and mutilation of the vessel shall be performed in such a manner that no considerable part of the vessel is left intact or undisturbed to the extent that it could be reconstructed or readily identified as an existing portion of the original hull or superstructure. Upon completion of dismantlement, the Contractor shall certify that the hull, and the equipment described herein, has been demilitarized in accordance with the requirements of this section (C-2.2.3), C-2.2.4, the DoD demilitarization manual and CDRL A003.

C-2.2.4 DEMILITARIZATION OF RESIDUAL EQUIPMENT/SYSTEMS. The Contractor shall ensure that any and all weapons systems, electronic equipment, and communications equipment onboard the vessel, such as circuit boards, guided missile launching systems, mounts and fire control systems, sonar domes, transducers and associated equipment, torpedo tubes, Anti-Submarine Rocket (ASROC) launchers, antennas, radar reflective material, wave guides and any other weapon or electronic and communication equipment are totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components. Sale or donation of this equipment for continued use is prohibited. Final dismantlement and mutilation as described within this paragraph, and in C-2.2.3, will constitute demilitarization of the hull and required equipment. Upon completion of the work,

the Contractor shall certify that the hull, and the equipment described herein, has been demilitarized in accordance with the requirements of C-2.2.3, this section (C-2.2.4), the DoD demilitarization manual and CDRL A003.

C-2.2.5 OPERATIONAL PLAN. The Contractor proposed Operational Plan for dismantling the vessel, removing and disposing of all hazardous or regulated materials/wastes, and sale of scrap and reusable items is incorporated into the Contract as Attachment J-1 as the baseline plan. Updates to the baseline plan will be provided in accordance with the requirements of CDRL A007. The plan shall include measures to prevent flooding or sinking, including procedures for maintaining list, trim and stability while dismantling, environmental remediation, and recycling operations are being accomplished, to include the prevention of cutting slag and other contaminants from entering the water.

C-2.2.6 REGULATED AND HAZARDOUS MATERIALS/WASTES REMOVAL AND DISPOSAL. Wooden hull and structures may contain arsenic or other preservatives. The Contractor is responsible for all steps necessary to remove and dispose of all hazardous or regulated materials/wastes in compliance with all Federal, State, and local laws and regulations. Additionally, the Contractor is required to implement an effective Environmental Management Plan (EMP) as described in the Contractor's proposal and incorporated into the Contract as Attachment J-2. The plan should incorporate any pertinent information addressed in Attachment J-4, the Environmental and Safety Information, Instructions, Terms and Conditions. The Contractor shall provide the Government with legible copies of all hazardous and non-hazardous materials/wastes manifests, bills of lading, and all other waste shipping documents as part of the Final Project Report (CDRL A007). Upon completion of the work, the Contractor shall certify, in writing, that the Contractor has accomplished all hazardous or regulated material/waste removal and disposal in compliance with all Federal, State, and local laws and regulations and in accordance with the requirements of CDRL A004.

C-2.2.7 ENVIRONMENTAL CONTROLS. The Contractor shall operate and maintain its facility in a manner that complies with all Federal, State, and local environmental laws, regulations, and instructions. The Contractor shall be responsible for obtaining all necessary licenses and permits, accomplishing all notification and manifesting requirements, and taking any necessary corrective actions resulting from work performed under this Contract. Upon the Government's request, the Contractor will provide copies of licenses and permits to the Government. The Contractor shall use only transporters and treatment, storage, and disposal facilities with valid permits. The Government will not be a co-permittee on any permits obtained by the Contractor or a co-generator of any waste material. In the event environmental laws or regulations change during the term of this Contract, the Contractor is required to comply as such laws or regulations come into effect. If there is an increase or decrease in cost as a result of the change, the Contractor shall inform the Procuring Contracting Officer (PCO) pursuant to notice requirements of FAR 52.243-7, "Notification of Changes."

C -2.2.7.1 Full Disclosure. The Contractor shall provide copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract within 24 hours of receipt in accordance with the requirements of CDRL A005. This shall include but not be limited to: immediate notification of any regulatory agency site visit or inspection conducted, Contractor summarization of the regulatory agency site visit or inspection and results, and immediate notification of any Notice of Violations, citations, non-conformances, or cautionary notices received from regulators during the reporting period, relating to the performance of this Contract.

C-2.2.7.2 Environmental Inspections. The Contractor's workspace may be inspected periodically by Federal, State or local regulatory inspectors for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance as requested by Federal, State, and local regulatory inspectors.

C-2.2.7.3 Safety Inspections. The Contractor's workspace may be inspected by Federal, State or local regulatory inspectors for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor will provide assistance to the Government representative.

C-2.2.7.4 Spill and Incident Reporting. The Contractor shall record and immediately report all available facts relating to a regulatory agency reportable spill or incident in accordance with CDRL A006.

C-2.2.8 SAFETY AND HEALTH PROGRAM. All work shall be conducted in a safe manner and shall comply with all requirements specified throughout the Contract and applicable Federal, State, and local laws and regulations. The Contractor shall furnish all safety equipment in accordance with Federal, State, and local laws and regulations. The Contractor shall implement safety and health management as described in the Contractor's proposal and incorporated into the Contract as Attachment J-1, the Operational Plan, in compliance with applicable Federal, State, and local laws and regulations. All subcontractors shall comply with the Contractor's safety and health management strategy as outlined in the Operational Plan. In the event of an accident/mishap, the Contractor shall take reasonable and prudent action to establish control of the accident/mishap scene, prevent further damage to persons or property, and preserve evidence until released by the accident/mishap investigative authority.

C-2.2.8.1 Disclosure of Deficiencies. The Contractor shall provide copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract within 24 hours of receipt in accordance with the requirements of CDRL A005. This shall include but not be limited to: immediate notification of any regulatory agency site visit or inspection conducted, Contractor summarization of the regulatory agency site visit or inspection and results, and immediate notification of any Notice of Violations, citations, non-conformances, or cautionary notices received from regulators during the reporting period, relating to the performance of this Contract.

C-2.2.8.2 Regulatory Safety Inspections. The Contractor's workspace may be inspected periodically by Federal, State or local regulatory inspectors for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance as requested by Federal, State, and local regulatory inspectors.

C-2.2.8.3 Regulatory Injury and Incident Reporting. The Contractor shall record and report all available facts relating to a regulatory agency reportable incident or injury in accordance with CDRL A006.

C-2.2.8.4 Safety Inspections. The Contractor's workspace may be inspected by the Government periodically for compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor will provide assistance to the Government representative.

C-2.2.8.5 Accident and Injury Reporting. In addition to the requirements of C-2.2.8.3, the Contractor shall record and report all available facts relating to injury to either Contractor or Government personnel or each instance of damage to Government property in accordance with CDRL A006. The Contractor shall provide copies of any report to a regulatory agency of accidents or incidents that occur during the performance of this Contract, and copies of the OSHA 300A Log as part of the final Project Report (CDRL A008). Periodicity and recipients of such reports are stated in CDRL A006.

C-2.2.9 SALE OF SCRAP AND REUSABLE EQUIPMENT/MATERIAL. The Contractor is required to sell or dispose of any scrap and reusable equipment/material removed from the ship no later than 90 days after completion of dismantling of the ship. The Contractor shall report the quantity of scrap and reusable equipment/material recovered for resale in the Contract Performance Report (C-3.3.2) in accordance with the requirements of CDRLs A007 and A008. The Contractor shall retain the proceeds from the sale of the scrap and reusable equipment/material from the vessel being dismantled in accordance with 10 U.S.C. § 7305a.

C-2.3 Intact Structural Removals from ex-CHAMPION (MCM 4); Contract Line Item 0002 (OPTION). If option is exercised, the contractor shall remove sections identified as structural sections one (1) through nine (9) below without the structural section or cut edge being crushed and or torn. If sections cannot be provided at the dimensions specified without crushing, tearing or otherwise damaging the structural section removed, the contractor shall increase the size of the removals by whatever margin is required up to 6 inches to prevent such damage. Required procedures are itemized in **sections 2.3.1 through 2.3.9 below** and visually depicted in **Attachment J-7**. The requested structural sections shall be legibly marked in a non-marring fashion, e.g. "SECTION 1". All removed sections shall be set aside onsite for government pickup. The contractor shall assist in loading of the sections onto the government vehicle for transport offsite in a manner that will not incur damage. Upon completion of dismantling, any sections which have not been picked up by the government shall be disposed of by the contractor.

2.3.1 Structural Section 1. Remove portion of stem, garboard, frame, and frame fasteners/clips at FR 11. Cut line to be horizontal, at top of stem through bulkhead and frames across to the hull. Forward cut in stem to be 1-1/2" forward of through bolt in stem at about FR 10 (about 10" forward of the forward face of hull frame 11). Aft cut in stem to be even with the stem to frame connection clip (about 7" aft of the aft face of hull frame 11). See Elevation 22-A of the accompanying sketch (Attachment J-7).

2.3.2 Structural Section 2. Remove portion of stem, garboard, planking, and frame fasteners at FR 16. Cut line to be minimum 6" forward and aft of Hull Frame 16 faces. Cut line of hull frame to be along a horizontal line from top of frame to the hull planking. See Section 26-A of accompanying sketch (Attachment 1). Remove portion of stem along with keel/stem scarf fasteners. Cut line to be 21" forward of the aft face of hull Frame 16 to 31" forward of the aft face of Frame 16. See section 26-A of accompanying sketch (Attachment J-7).

2.3.3 Structural Section 3. Remove portion of hull frame at FR 28. Cut lines to be at the outboard edge of the sonar trunk to 12" starboard (outboard) of this point; cut about 12" forward of the frame into the hull planking. If this area is judged too inaccessible, then a cut at Frame 26 is an acceptable alternative, to the same cut dimensions previously specified, except the cut in the hull planking shall be to 12" aft of the frame. See Plan 26-D of accompanying sketch (Attachment J-7).

2.3.4 Structural Section 4. Remove Hull Frame, Keelson, keel, and garboards, and fasteners at FR 34. Cut lines to be 4" aft of hull frame to 4" forward of hull frame, and 4" port/starboard of the keelson. See Section 34-A of accompanying sketch (Attachment J-7).

2.3.5 Structural Section 5. Remove hull frame and longitudinal girder at FR 46. Cut lines to be from inboard edge of port longitudinal girder to 64" outboard of this point, cut lines forward and aft to be 4" forward and aft of the hull frame. The sister beam and blocking at the forward side of Frame 46 may be cut through. See Section 38-A of accompanying sketch (Attachment J-7).

2.3.6 Structural Section 6. Remove hull frame 48 from 6'-6" port to 6'-6" starboard of centerline. See Section 35-D of accompanying sketch (Attachment 1). Remove Hull Frame, Keelson, keel, and garboards, and fasteners at FR 66. Cut lines to be a minimum 4" aft of hull frame to 4" forward of hull frame, and 23" port and starboard of the centerline of the ship. See Section 34-A of accompanying sketch (Attachment J-7).

2.3.7 Structural Section 7. Remove Hull Frame, Keelson, keel, and garboards, and fasteners at FR 88. Cut lines to be a minimum 4" aft of hull frame to 4" forward of hull frame, and 23" port and starboard of the centerline of the ship. The keel to be cut 8" below the hull planking for shipping purposes. See Section 34-A of accompanying sketch (Attachment J-7).

2.3.8 Structural Section 8. About 54" starboard of centerline at FR 106: Remove forward inboard palm strut bolt. Bolt and surrounding wood may be cutout in lieu of bolt removal, though this would entail cutting through the palm strut – the shaft and propeller support, if removal of wood is taken, ensure cutout size is sufficient to prevent damage to the palm strut bolt. See Plan 43-D of accompanying sketch (Attachment J-7).

2.3.9 Structural Section 9 Transom. Remove portion of stern post, transom sheathing, fashion piece, keel/keelson and blocking. Cut line to be along top edge of keelson through stern post, vertically along edges stern post. Note, the cut along the stern post and keel may be increased in width by six inches to permit tool access. See Elevation 43-A of accompanying sketch (Attachment J-7).

SECTION C-3 – REQUIREMENTS

C-3.2 CONTRACTOR PERSONNEL. The Contractor shall employ qualified personnel who are capable of performing the requirements of the contract, including subcontractors. In addition, the Contractor shall employ and maintain the appropriate personnel and organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements hereunder. All contractor and subcontractor employees working on the ships are required to be U.S. Citizens. A list of contractor personnel and roles shall be incorporated into the contract as attachment J-1 (Operational Plan).

C-3.3 STATUS REPORTS.

C-3.3.1 Progress/Status Reports. The Contractor shall provide a written weekly report in accordance with the requirements of CDRL A007. The Government reserves the right to reject weekly reports if inadequate information is provided and require resubmission of a report that meets the contract's requirements.

C-3.3.2 Contract Performance Report. The Contractor shall provide a final written contract performance report in accordance with the requirements of CDRL A008 at the 100% point based on contract schedule, inclusive of scrap processing and shipment; and hazardous or regulated material/waste removal and disposal. The report shall consist of a concise, executive level summary of all technical activities performed under the Contract during the reporting period. The final report shall address the following:

1. Quantities of hazardous, regulated, or other waste material removed and disposed of, and quantity of scrap materials removed and recycled.
2. Summarization of any regulatory agency site visit or inspection conducted, and of any official notices of violation, citations, non-conformances, or cautions received from regulators during the contract work period. Also, summarization of any other documentation relating to Federal, state, or local administrative or legal actions arising under or relating to the Contract.
3. Man days and costs expended.
4. Scrap and reusable item sale proceeds received.

The Contractor shall propose the report format within 30 days after award. The Government reserves the right to reject the proposed reporting format if it does not provide adequate information.

The Contractor agrees to maintain all books, records detailing Contract expenses and revenue, and other documents used to perform the Contract and make such documents available to the Government for review and audit. The Contractor shall further maintain such records for a period of two (2) years after Contract completion or for such a time as the Contractor, for its own purposes, retains such books, records, and other documents, whichever is longer.

C-3.4 NOTIFICATION OF ITEMS FOUND ONBOARD. During the performance of the Contract, in the event that the Contractor discovers items onboard the vessel such as classified documents, photographs, drawings, or any other information, the Contractor shall immediately notify the addressees listed in accordance with the requirements of CDRL A009. These items shall be safeguarded and turned over to the Procuring Contracting Officer (PCO).

C-3.5 Meetings and Assessments

C-3.5.1 Post Award Conference: Prior to beginning work, a formal "kick off" meeting will be conducted by the Government. The Contractor shall meet with Government representatives, including the COR and the PCO to discuss and develop an understanding of the administration of the Contractor's ES&H Management Plan and Operational Plan.

C-3.6 QUALITY ASSURANCE SURVEILLANCE PLAN. The Quality Assurance Surveillance Plan (QASP) detailed in Attachment J-5 will be used by the Government to evaluate the Contractor's performance under this contract.

MINIMUM INSURANCE REQUIREMENTS

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307-2.

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

NOTE: The above requirements are in addition to those insurance requirements contained in SECTION H, LIABILITY and ADDITIONAL INSURANCE REQUIREMENTS; EFFECT OF LOSS OR DAMAGE TO GOVERNMENT VESSEL.

CONTRACT LINE ITEM 0003 - DATA REQUIREMENTS

Item(s) 0003 - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

Data shall be submitted electronically using Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Project, or PDF file formats unless otherwise agreed to. No paper copy shall be delivered unless otherwise agreed to by the Government.

For those items requiring approval, approval will be based on technical content and compliance with the PWS requirements. The Government will make every effort to expedite review and response to the Contractor. The Contractor shall modify disapproved documents in accordance with the comments provided by the Government and resubmit for Government reconsideration. Documents that are approved with comment may be considered acceptable if the Contractor acknowledges acceptance of the Government's comments.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-15	Certificate of Conformance	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-1	Payments	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Invoice and Receiving Report (Combo) Source/Source (S/S)

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2in1 Destination/Destination

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N0024B
Issue By DoDAAC	N0024B
Admin DoDAAC**	N0024B
Inspect By DoDAAC	N0024B
Ship To Code	See Section F
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N55639
Service Acceptor (DoDAAC)	N55639
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

Send additional notifications to:

COR: Thomas Bryson, thomas.e.bryson6.civ@us.navy.mil

For invoicing questions:

Contact the NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-2	Certificate Of Independent Price Determination	APR 1985
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	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
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
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.210-1	Market Research	NOV 2021
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005

52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9 Alt I	Small Business Subcontracting Plan (OCT 2022) Alternate I	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	DEC 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.227-17	Rights In Data-Special Works	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
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
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
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
52.236-7	Permits and Responsibilities	NOV 1991
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Products and Commercial Services	MAR 2023
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7003	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Canadian Commercial Corporation.	JUL 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	JAN 2023

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	JAN 2023
252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation	JAN 2023
252.227-7015	Technical Data--Commercial Products and Commercial Services	JAN 2023
252.227-7016	Rights in Bid or Proposal Information	JAN 2023
252.227-7019	Validation of Asserted Restrictions--Computer Software	JAN 2023
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2023
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [____] does, [____] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (NOV 2021)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial products or commercial services.

(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial product or commercial service; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial product or commercial service, to a contract or subcontract for the acquisition of other than a commercial product or commercial service.

(B) For a commercial product and commercial service exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2023)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

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

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to (Contracting Officer complete in accordance with agency procedures).

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within _____ calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
 - (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

J-1 Baseline Operational Plan (Section C-2.2.5)

- [to be incorporated at the time of award]

J-2 Environmental Management Plan (Section C-2.2.6 and C-2.2.7)

- [to be incorporated at the time of award]

J-3 Baseline Schedule for CLINs 0001 and 0002 (Section C-2.2.1)

- [to be incorporated at the time of award]

J-4 Environmental and Safety Information Instructions and Terms and Conditions**A. ENVIRONMENTAL AND SAFETY INFORMATION INSTRUCTIONS AND TERMS AND CONDITIONS:**

The Contractor is advised that they, not the Government, are responsible for obtaining all hazardous property information regarding the location, quantity, and content of any other hazardous property present on the ship(s). It is the contractor's responsibility to ensure compliance with all Federal, State, or local laws or regulations pertaining to these ship(s).

FUEL AND OIL RESIDUALS: The Contractor is cautioned that fuel and oil residuals that are present on these ship(s) may be a RCRA regulated waste. Pre-disposal documentation includes liquid load documentation which provides tank soundings and the estimated volume of fuel and oil remaining in these tanks after stripping to low suction.

SODIUM CHROMATE: All tanks containing water which was added prior to 1990 for stability purposes while the ship was active or undergoing inactivation have been tested for sodium chromate concentrations. The pre-disposal documentation includes these results and identifies any water tanks that remain onboard with regulated concentrations of chromate.

COATINGS: Ships may contain paint coatings that are PCB, lead, zinc oxide or chromate based. The contractor must implement controls required by OSHA and other regulations concerning worker safety and environmental compliance, as applicable.

ASBESTOS (if applicable):

(A) Ships may contain asbestos in the following applications but are not limited to:

- bulkhead and pipe insulation
- bulkhead fire shield
- uptake space insulation
- exhaust duct insulation
- some electrical cable materials
- brake linings
- floor tiles and deck underlay steam,
- water and vent flange gaskets
- flexitalic gaskets
- garlock seals
- shaft packing
- valve packing
- pipe hanger inserts
- weld shop protectors and bum covers
- any other type of thermal insulating material

(B) The access door(s) to compartments containing asbestos insulation have been labeled to indicate that asbestos is present and whether the asbestos insulation is in a friable or non-friable condition. The predisposal documentation includes an Asbestos Survey Report which is a compartment listing. The compartment listing does not represent or characterize the total quantity of asbestos containing materials (ACM) throughout the ship. Offerors are cautioned that ACM may also be located underneath non-asbestos containing material. The compartment listing provides

notification that ACM is present and whether it is in a friable or non-friable condition. Asbestos is a major health hazard as it enters the air as fibers or dust through operations such as ripout and removal. Compliance with OSHA (29 CFR, Parts 1910 and 1915), EPA (40 CFR, Part 61.02) and other agencies' regulations is required to ensure worker safety and proper disposal of asbestos containing materials. Access to the area shall be restricted to persons whose work requires their presence. Posted asbestos warning signs are not intended to substitute for asbestos danger signs required during asbestos remediation work. THE GOVERNMENT EXPRESSLY DOES NOT WARRANT OR REPRESENT THAT COMPARTMENTS NOT POSTED WITH ASBESTOS WARNING LABELS DO NOT CONTAIN ASBESTOS.

(C) The Contractor shall be responsible for the removal and disposal of all asbestos containing material in accordance with applicable Federal, State, and local laws and regulations. Further, each offeror shall rely on his own inspection in determining the method and extent of asbestos containing material removal required under applicable laws and regulations. THE GOVERNMENT EXPLICITLY DOES NOT WARRANT THAT THE ITEMS IDENTIFIED IN THE ASBESTOS SURVEY REPORT ARE THE ONLY ITEMS WHICH CONTAIN ASBESTOS IN REGULATED QUANTITIES.

PCB ITEMS (if applicable):

(A) A polychlorinated biphenyl (PCB) inventory of all electrical and electronic equipment that contain or are suspected to contain PCB transformers and large capacitors has been accomplished and is provided with the predisposal documentation. PCB labels are attached to the equipment for easy identification and each equipment is assigned a serialized number on the inventory for tracking purposes. This inventory represents the Navy's knowledge of the quantity of PCB transformers and large capacitors on board. THE GOVERNMENT EXPLICITLY DOES NOT WARRANT THAT THE ITEMS IDENTIFIED IN THE PCB INVENTORY OR ITEMS POSTED ARE THE ONLY ITEMS WHICH CONTAIN PCBs IN REGULATED QUANTITIES.

(B) A PCB sampling and laboratory analysis survey has been accomplished of potentially PCB solid materials on the ship and is provided with the predisposal documentation. PCBs in concentrations regulated by Federal, State, and local laws and regulations may exist on board the ship. The following applications may be found to contain regulated concentrations of solid PCBs:

- Ventilation duct flange gaskets, felt and rubber;
- Electrical cable insulation and other non-metallic components of cable;
- Fluorescent light ballast starters and potting;
- Bulkhead and pipe insulation;
- Foam rubber/plastic anti-sweat insulation used on hull surfaces and cold water piping;
- Cork hull anti-sweat insulation;
- Other rubber items such as pipe hanger rubber blocks, snubbers, bumpers, shock and vibration mounts, pads, Spools, hatch gaskets, O-rings, packing and grommets, etc.;
- Felt gasket and faying material;
- Adhesive tapes and double-backed adhesive tapes;
- Aluminized paints;
- Any oil-based paints;
- Any oils and greases.

All regulated PCB items must be removed and disposed of in accordance with applicable Federal, State, and local regulations. THE GOVERNMENT EXPLICITLY DOES NOT WARRANT THAT THE PCB ITEMS IDENTIFIED IN THE SURVEY REPORT ARE THE ONLY REGULATED PCB ITEMS ON BOARD, NOR THAT THE SURVEY REPORT IS REPRESENTATIVE OF THE QUANTITY OF PCB CONCENTRATIONS IN ALL LOCATIONS OR MATERIALS ON BOARD.

(C) The Contractor shall be responsible for identifying, handling, and disposing of all items containing PCB contamination in quantities regulated under applicable Federal, State, and local laws and regulations. All such identification, handling and disposal shall be done in accordance with applicable Federal, State, and local laws and regulations.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS: At a minimum, dismantling and scrapping shall be in accordance with OSHA regulations at 29 CFR Parts 1910 and 1915.

ENVIRONMENTAL PROTECTION: All bidders are advised that they shall comply with all applicable Federal, State, and local laws, ordinances, regulations, etc., with respect to human safety and the environment during the processing, use or disposal of any material under this contract.

REGULATED SUBSTANCES: PCB, asbestos, or other hazardous or toxic items or components not identified herein may be present on the ship(s). Strict adherence to Federal environmental statutes, U.S. Environmental Protection Agency (EPA) regulations, State and local environmental laws and regulations are required for this item. The contractor is solely responsible to ascertain the extent to which Federal environmental laws and other State and local statutes and regulations may affect it and comply therewith.

RESOURCE CONSERVATION AND RECOVERY ACT NOTICE: EPA Hazardous Waste Regulations, 40 CFR Part 260 et seq., published at 45 Federal Register 33063-33285, May 19, 1980, became effective on November 19, 1980. These cradle-to-grave regulations, which have civil and environmental penalties for non-compliance, detail the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. While the subject material is not subject to these regulations in its present form, subsequent actions taken with regard to the material may cause a hazardous waste to come into existence. The Contractor is solely responsible to ascertain the extent to which these regulations affect it and comply therewith.

J-5 Quality Assurance Surveillance Plan

I. Objective

To provide a government Quality Assurance Surveillance Plan (QASP) to ensure the contractor practices quality control and provides the government an effective and timely service as specified by the contract in conformance with parameters for both contractor personnel and the environment. This Plan provides guidance for surveillance of the contractor's operation for ensuring compliance with standards set forth in the contract.

II. Scope

The provisions of this Plan apply to all contractor functions as stated in the towing and dismantlement performance work statement (PWS) of Contract No N00024-22R-4201. This plan does not supersede any contractual requirements and if there is a discrepancy between the two documents, the contractual requirements take precedence.

III. Performance Standards

This Plan shall be used to evaluate the quality of the contractor's performance to provide the Government with a proactive way to help avoid unacceptable or deficient performance and provides verifiable input for performance evaluations using Table One (1) for guidance:

- a. Schedule - The due dates for accomplishing schedule milestones will be assessed against due dates and milestones established in the contract.
- b. Requirements/Deliverables – The contractual requirements for Contract Data Requirements List (CDRL) deliverables will be assessed against the specifications detailed in the contract for the required content, quality, timeliness, and accuracy.
- c. Performance - The Government will assess the contractor's record of conforming to contract requirements. The contractor will be assessed on its ability to adhere to contract schedules and standards of environmental and safety compliance. The contractor shall provide reports and inspection results free of errors. The contractor shall ensure that sub-contractor's work meets all contractual requirements.

IV. Surveillance methods.

- a. All planned/scheduled surveillance shall be performed as listed. Random inspections, audit of reports and unscheduled surveillance of work shall be performed as deemed necessary by the Government. The method used for monitoring the contractor's performance may vary with the function. However, the same criteria shall be used from month to month for consistency.
- b. Audit inspection. Audit of contractor's records and reports shall be performed to assure they are complete, current, and correct. A review for indications of problems and trends shall be performed by comparing the contractor records, reports, and emails.

V. Level of Surveillance

- a. Normal surveillance will be conducted on the contractor's overall work to verify that it is within acceptable quality levels during the evaluation period. Normal surveillance shall consist of continuous inspection of completed work and continuous inspection of all scheduled contractor work, inspections and records.
- b. Complete access and persistent surveillance across all areas of the contractor's operation will enable the immediate identification of unsatisfactory (marginal or sub-marginal) performance. Surveillance will start and remain at a maximum-level throughout the evaluation period, regardless of the discovery or the lack of discovery of any deficiencies.

VI. Oversight Guidelines

- a. Submit requests for clarification of technical requirements to the COR, ACO, and PCO, as required. Responses will be provided from the appropriate contact for clarification of technical requirements
- b. Base quality assurance (QA) inspections on a knowledge of contract work requirements and specifications to ensure all requirements of the contract are accomplished. Ensure the government does not accept work that does not meet regulatory or contractual requirements.

VII. Actions

- a. Verify the contractor is performing to the requirements of the PWS and all federal, state and local regulations.
- b. Document non-conformances to the contract by initiating a Quality Assurance Discrepancy Report (QADR) or an equivalent report, as appropriate, when a deficiency in the contractor's work is observed.
- c. Maintain a QADR or equivalent report log that includes the date issued, type of discrepancy, location, date when contractor's corrective actions and response completed, and the report's serial number. Provide appropriate follow-up on all completed QADRs/equivalents to ensure adequate corrective action was taken. Maintain a file of completed QADRs/equivalents to identify repeat discrepancies.
- d. The on-site representative (OSR) provides a report of each day's inspections showing a brief summary of items, jobs and/or vessels inspected and any problem areas and other comments that are noteworthy.
- e. The Contracting Officer Representative (COR) provides a report each week summarizing the contractor's progress and any problem areas.

VIII. Performance Trends

- a. OSR/COR inspection reports/documentation and evaluation reports shall be used to provide trend information on contractor's performance.

IX. Performance Incentives

- a. COR shall make an annual report using the Contractor Performance Assessment Report (CPARS).

- b. The contractor is incentivized to provide contractual, safety, environmental compliance, and schedule efficiency to help ensure consideration for available/future contract opportunities.

X. Definition of OSR and COR Responsibilities:

The COR will monitor the contractor's performance through periodic inspections. An OSR or OSRs will be assigned to the site where the work will be performed. The OSR has no authority to direct the contractor and the role of the OSR is strictly limited to having daily physical oversight in lieu of on-site presence of a COR. The OSR will not have COR duties, nor will the COR delegate any of their duties to the OSR for any reason. The OSR acts as a physical point of contact to monitor progress, record any issues that may need COR attention, and receive questions or concerns from the contractor to help facilitate communication between the COR, PCO and the contractor. At no point during contract performance will the OSR give direction or guidance to the Contractor for any reason.

Performance Measurement. Evaluation of the contractor is essentially an audit and shall entail surveillance of the contractor's work and verification of contractor's records and shall be measured in accordance with the following table:

TABLE (1) PERFORMANCE REQUIREMENTS SUMMARY

Performance Element (Task)	Performance Standards	Methods Of Surveillance	Average Frequency Of Surveillance	Acceptable Quality Levels
Operational Plan	All actions completed as required by plan and submissions in accordance with CDRLs	Planned, Unscheduled and Audit inspections	Daily and as required based off CDRL submissions	100%
Environmental Management Plan	Meet all federal, state, and local law and regulations in accordance with CDRLs	Planned, Unscheduled, and Audit inspections	Daily and as required based off CDRL submissions	100%
Safety and Health Management Plan	Meet all occupational safety & health law and regulations in accordance with CDRLs	Planned, Unscheduled, and Audit inspections	Daily and as required based off CDRL submissions	100%
Schedule	In accordance with scheduled milestone objectives and in accordance with CDRLs	Planned, Unscheduled, and Audit inspections	Daily and as required based off CDRL submissions	100%

J-6 Disposal Reporting Packages

- (See Attachment)

J-7 Drawings for Option 1

- (See Attachment)

Exhibit A, Contract Data Requirements List, DD Form 1423 and General DD Form 1423 Glossary, 5 pages.

- (See Attachment)

Exhibit/Attachment Table of Contents (Access to J-9 through J-12 Attachments onsite)

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment J-8	Exhibit A: CDRLs		09-FEB-2022
Attachment J-9	EX-SCOUT DISPOSAL PACKAGE		06-JAN-2022
Attachment J-10	EX-CHAMPION DISPOSAL PACKAGE		06-JAN-2022
Attachment J-11	EX-ARDENT DISPOSAL PACKAGE		06-JAN-2022
Attachment J-12	MCM 4 CUTOUT SECTION DRAWINGS		18-FEB-2022

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Exhibit A: CDRLs		09-FEB-2022
Attachment 2	EX-SCOUT DISPOSAL PACKAGE		06-JAN-2022
Attachment 3	EX-CHAMPION DISPOSAL PACKAGE		06-JAN-2022
Attachment 4	EX-ARDENT DISPOSAL PACKAGE		06-JAN-2022
Attachment 5	MCM 4 CUTOUT SECTION DRAWINGS		18-FEB-2022

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**Section L - Instructions, Conditions and Notices to Bidders****I. INTRODUCTION**

- A. This solicitation is a Request for Proposals (RFP) that will result in the award of one Fixed-Price contract, to complete the following tows and dismantlements:
1. Ex-CHAMPION (MCM 4) – CLIN 0001, and Option CLIN 0002
 2. Ex-SCOUT (MCM 8) – CLIN 0001
 3. Ex-ARDENT (MCM 12) – CLIN 0001
- B. The Government intends to award one (1) Fixed-Price contract to the Offeror whose proposal is the lowest price technically acceptable proposal and will thus use the Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2. For proposal purposes, the Offeror should propose their one best solution in sub-section V of this section, entitled “Proposal Content” based upon our requirements and evaluation criteria.
- C. ALL INQUIRIES shall be made in writing and directed to **Victoria Hill, Contracting Officer, and Joshua Lausier, Contract Specialist at: victoria.m.hill20.civ@us.navy.mil and joshua.p.lausier.mil@us.navy.mil** respectively. To ensure the Government is able to adequately address and respond to Offeror pre-proposal information (PPI) via amendment, it is requested **questions be submitted no later than 20 calendar days after solicitation release at 3:00 pm, local time, Washington DC.** Inquiries should be submitted on the Pre-Proposal Information (PPI) form (Attachment J(S)-1) provided with this solicitation. The Government reserves the right to not answer any requests received after this date and time. Furthermore, Offerors should note that the proposal due date will not be extended solely on the basis of requests received after this date and time. Solicitation questions should reference the solicitation and/or specification page and paragraph number.
- D. **Estimated Award Date:** The Government anticipates making an award in **July 2023**.

II. INSTRUCTIONS FOR THE SUBMISSION OF OFFERS

- A. **ANTICIPATED** Proposal Due Date:
1. **All copies of proposals (Volumes I & II) shall be received by the Government no later than 31 May 2023 at 3:00 pm, local time, Washington DC. ONLY ELECTRONIC PROPOSAL ARE REQUIRED AND NO HARDCOPY PROPOSAL WILL BE ACCEPTED. Late proposals WILL NOT be considered. Partial proposals or attachments WILL NOT be considered. Offerors are advised to consult FAR 15.208 related to timely receipt of proposals.**
 - a) Offerors must provide a proposal valid for at least **240 calendar days** from the proposal due date. (Complete block 12 of the Standard Form (SF) 33.
- B. Proposal Submission:
1. Due to ongoing restrictions resulting from the global COVID-19 pandemic, hand delivery of proposals is not possible at this time to the Washington Navy Yard. Offerors are instructed to submit their proposal electronically via the DoD SAFE application located at <https://safe.apps.mil>.
 2. Offerors wishing to submit a proposal in response to this notification shall notify the Contracting Officer and Contracts Specialist noted as points of contact on this solicitation no later than three business days prior to the proposal deadline of this solicitation and no earlier than 14 calendar days

prior to the proposal deadline. The Offeror shall provide their name and e-mail as contact information so the Government can generate a pick-up request from the DoD SAFE application to be sent to the Offeror, **which is valid for 14 calendar days.**

3. Offerors shall address their package with the RFP number and Offeror's company name. Offerors shall click the "Confirm Delivery" button within the DoD SAFE app in order to receive a confirmation of pick up by the Government. The DoD SAFE system records the time that files are submitted for transmission. Offerors are responsible for ensuring that they drop-off their proposal and generate a drop-off time prior to the proposal submission date and time. In the event of a dispute of proposal time submission, the pick-up e-mail with the system generated drop off time within the body of the e-mail shall serve as the official time that the proposal was submitted to the Government. Late proposal submissions will be handled in accordance with FAR 52.215-1.
4. Electronic files shall be clearly organized by Execution Scenario/Volume/Factor/Element/Section, as applicable, and titled with a naming convention so that each file is easily identifiable.

VOLUME	TITLE	ELECTRONIC
I	Technical Proposal	1
II	Price Proposal	1

Note 1: At a minimum, each volume shall be provided as a separate file with each major section identified. Multiple files may be submitted for each volume.

Note 2: All volume pages and paragraphs shall be numbered. The complete set of volumes shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery.

Note 3: The files must be scanned to ensure that they do not contain any computer viruses.

Note 4: The files shall be in a format that is compatible with and capable of being opened in the 2016 Microsoft Office Suite or Adobe Acrobat, as applicable. All spreadsheets shall be in Microsoft Excel format such that each mathematical equation is obvious. No fields shall be password protected by Offerors. If files are compressed, the necessary decompression program must be included.

C. List of J(S) Attachments :

Attachment J(S)-1 Pre-Proposal Information (PPI) Form

Attachment J(S)-2 Past Performance Questionnaire

Attachment J(S)-3 Reference Information Sheet

III. GENERAL INFORMATION

A. Ship Visit:

1. Potential Offerors are required to inspect each vessel prior to the proposal submission due date. Inspection of each vessel is mandatory to assess the scope of work required. An authorized representative of the Offeror shall sign in with the INACTSHIPMAINTO representative at the time of inspection. Offerors shall rely solely on their own inspections in determining the location of, and the method and extent of regulated or hazardous material/waste removal and disposal required under applicable laws and regulations. The Government explicitly does not warrant that the data provided represents a complete and accurate depiction of the location and extent of all regulated or hazardous materials. OFFERORS WHO DO NOT INSPECT EACH VESSEL PRIOR TO SUBMISSION OF A PROPOSAL IN RESPONSE TO THIS SOLICITATION WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD.

2. All three ships (ex-CHAMPION (MCM 4), ex-SCOUT (MCM 8), and ex-ARDENT (MCM 12)) are located at the Naval Station in San Diego, Potential Offerors will have the following timeframe available for conducting ship checks: **01 May 2023- 10 May 2023**

Offerors may obtain non-destructive environmental samples, as necessary, consistent with INACTSHIPMAINTO procedures for the maintenance of vessels for onboard regulated or hazardous materials.

3. To schedule a ship visit, Offerors shall email a "Request for Ship Visit" to the Site Director of INACTSHIPMAINTO Bremerton, WA at least five days in advance of the desired date. Requests shall be sent to the following personnel:
 - a. The ships are supervised by the INACTSHIPMAINTO office located in Bremerton, WA, The Acting site Director is Tom Bryson: thomas.e.bryson@navy.mil.
 - b. The actual San Diego Detachment that has custody of the ships is represented by Mr. Alan Price and James Viloria: alan.price@navy.mil and james.viloria@navy.mil,
4. Participants in ship visit will be subject to security, safety, and other applicable regulations established by both the San Diego Naval Station and the Inactive Ships Maintenance Office. Contractors conducting visitations must contact the INACTSHIP POCs for latest forms and instructions.
5. Offerors will be required to complete a Bidder's Log Form at the San Diego DET Facility. The forms will be used by the Government to confirm Offerors completed ship visit.

B. Specifications and associated reference documentation:

1. The following documents shall be made available during ship visit:
 - a. Selected AVENGER Class drawings and/or plans, representative of all three ships, where full public distribution is allowed.
 - b. Disposal Reporting Package for all three ships, including select environmental surveys.
2. Following contract award, the winning Offeror will be given all vessel specific documents.

C. Amendments

The Government may revise the solicitation at any time by means of an Amendment. It is an Offeror's responsibility to ensure it is accessing the SAM.gov website to view potential amendments and procurement notifications for this solicitation.

D. Teaming Arrangements

Proposals must be submitted by one (1) prime contractor. An Offeror may be listed as a subcontractor in multiple proposals but may only submit one (1) proposal as a prime contractor with a unique Commercial and Government Entity (CAGE) code and Taxpayer Identification Number. To be evaluated as a Joint Venture (JV), Offerors must provide a notarized agreement (with the price proposal) delineating roles and responsibilities for all proposed work.

G. One-bid Situation

If the Government receives only one bid for solicitation N00024-22-R-4201, the Government reserves the right to require Certified Cost and Pricing Data in accordance with DFARS 252.215-7008.

IV. PROPOSAL FORMAT

- A. To facilitate efficiency and consistency in proposal evaluation the following is mandatory. **PROPOSALS WHICH DO NOT FOLLOW THIS DIRECTION MAY BE REJECTED AS NON-RESPONSIVE AND THUS INELIGIBLE FOR AWARD.**
- B. Electronic Proposals
1. The text used shall be Times New Roman with a font size of 12-point. The narrative material in the proposal shall be single spaced. Any type contained on graphics pages will not be smaller than 10-point font. The first page of each technical and price volume shall be in accordance with FAR 52.215-1 Instructions to Offerors – Competitive Acquisition. Each page of the Offeror’s proposal shall be labeled with the Offeror’s name and the solicitation number. The cover page of each proposal shall contain the document number and title, solicitation number, and address of Offeror. Note: If the Offeror wishes to restrict the disclosure of its proposal, it must mark the proposal in accordance with paragraph (e) of FAR Provision 52.215-1.
- C. Page Limits:
1. Volume I – Technical: No page limit.
 2. Volume II – Price: No page limit.

V. PROPOSAL CONTENT

OFFERORS MUST SUBMIT A PROPOSAL TO TOW AND COMPLETELY DISPOSE OF MCM 4, MCM 8 and MCM 12.

A. VOLUME I

The Technical Volume of the proposal shall be sufficiently detailed and complete to fully demonstrate the Offeror understands the scope of the acquisition, and an overall capability to provide the required work in accordance with all requirements of the solicitation. The Technical Volume shall be organized by technical factors in the following format, with the attachments incorporated in the relevant sections.

Technical/Non-Price Proposal: The non-price proposal shall be comprised of four (4) factors, as follows:

Factor 1	Operational Plan, Vessel Dismantling Capability, and Technical Approach
Factor 2	Environmental and Safety & Health Management
Factor 3	Management Capability and Approach
Factor 4	Past Performance

The following are further descriptions of the information that shall be provided with the Technical Volume.

Cover Letter, Title Page, Table of Contents

Cover letter and Title Page: The cover letter and Title Page shall not exceed five (5) pages, shall meet all the requirements of the “first page of the proposal” outlined in FAR 52.215-1(c)(2)(i-v). In addition to those requirements, the Offeror shall include the following in the cover letter:

- Identification of all enclosures included with the proposal
- CAGE and Data Universal Numbering System (DUNS) numbers for the Prime contractor
- Notice of any alterations to the solicitation, such as “fill-in” blocks and certifications
- In order to demonstrate responsiveness to the requirements of this solicitation, Offerors shall:
 - Affirmatively state the Offeror has the manpower resources to complete the requirements of this solicitation.

Table of Contents. The table of contents shall provide sufficient detail so that factors and Sections can be easily located.

FACTOR 1 - OPERATIONAL PLAN, VESSEL DISMANTLING CAPABILITY, AND TECHNICAL APPROACH

The Operational Plan, Vessel Dismantling Capability, and Technical Approach shall demonstrate the Offeror's plan to and understanding of the work efforts required in the Performance Work Statement (PWS). The Offeror's plan shall include details such as procedures and techniques planned to execute the requirements of the PWS in accordance with all Federal, State, and local laws and regulations. Further, the Offeror's proposal shall demonstrate that it has the adequate property, plant, equipment to accomplish the tow and dismantlement of the three (3) MCMs in a manner that it environmentally and occupationally safe. The Offeror's proposal shall also demonstrate that it can accomplish the work within the period of performance required by this solicitation. Offerors shall not repeat the requirement language or use vague references to laws or regulations. For example, responses such as "all regulatory requirements shall be complied with" or responses of similar nature are not acceptable and may be considered non-responsive. The Operational Plan, Vessel Dismantling Capability, and Technical Approach shall contain the following elements:

A. Operational Plan: The Operational Plan is a description of the planned approach to dismantling MCM 4, MCM 8, and MCM 12. Operational Plans shall include a planned process for vessel dismantling, and describe how industrial equipment will be used in the performance of the work. Upon Contract award, this will be incorporated as Attachment J-1 Baseline Operational Plan.

B. Dismantling Facility Details: In order to demonstrate that the Offeror's facilities and equipment are adequate to accomplish the requirements of the solicitation, the Dismantling Facility Details shall include the following:

1. Affirm that vessel dismantling will take place in San Diego, California to the Contractor's facility in San Diego County, CA or by transport above water via heavy lift to an awardee's facility located in the Continental U.S. (CONUS).
2. Demonstrate that the Offeror's dismantling facility details included available space for mooring the vessel, piers, dry-docks, sling systems, marine rails, slips, dismantling equipment, and land-based vehicles and machinery adequate to complete the work.
3. Describe the characteristics of the facility sufficient to demonstrate its capacity to safely accommodate mooring and dismantling of at least one (1) MCM at a time.
4. Provide a plan for towing and receipt of all three (3) MCMs within 60 days after contract award.
5. Describe the Offeror's capability to accommodate the 60-day requirement for removal from Naval Station San Diego.
6. Provide evidence of ownership and/or lease of Offeror's land, facilities, and pier for the duration of the contract performance. If land, facility or pier is leased, provide a letter from the facility/land owners that demonstrates their permission to utilize such land, facilities and pier for scrapping operations.
7. Identify Environmental Protection Agency (EPA) identification (ID) numbers and all environmental permits and licenses (Federal, State, and local) required to perform this contract.
8. Provide copies of current site specific permits and licenses for ongoing or planned operations, or provide a plan for obtaining these permits and licenses.
9. List the industrial equipment planned for executing the vessel dismantlements.
10. Provide a current Offeror's Storm Water Pollution Prevention Plan facility site diagram certified by a licensed professional engineer (PE).

C. Schedule: Provide a schedule conforming to the period. Offerors' schedules should consider contract award as the start date of their schedule. Subsequent milestones and events shall be tied to this start date (e.g. S+1 day, S+2 days).

Upon Contract award this will be incorporated as Attachment J-3 Baseline Schedule.

FACTOR 2 - ENVIRONMENTAL AND SAFETY & HEALTH MANAGEMENT APPROACH

A. Environmental Management Plan: The Environmental Management Plan is in place to ensure compliance with all Federal, State, and local environmental laws and regulations. Offerors are advised that they shall comply with all Federal, State, and local laws and regulations. The Offeror shall not reiterate the regulatory requirements or use vague references to laws or regulations. For example, responses such as “all regulatory requirements shall be complied with” or responses of a similar nature are not acceptable and will be considered non-responsive. The Offeror’s Environmental Management Plan shall include the following:

1. A list of each environmental regulatory agency having cognizance of the Offeror’s facility and performance, citing the specific environmental regulations to be met.
2. A description of the Offeror’s procedures for identification (by testing or assumption), removal, treatment, storage, transportation and disposal of all potentially hazardous or regulated material/waste and other special material, on the vessel as required by the appropriate environmental regulatory agency.
3. Site specific spill prevention, containment and emergency response procedures. Describe measures to be taken to ensure that storm water drainage is not contaminated with regulated or hazardous material remaining on or removed from the vessels. Also include a description of measures taken to prevent contaminants from entering the water and the groundwater as well as measures to control dust.

Upon Contract award this will be incorporated as Attachment J-2 Environmental Management Plan.

DISCLAIMER: The Government makes no warranty as to the presence or absence of regulated or hazardous materials and their locations or applications listed above.

B. Safety and Health Management Plan: The Offeror shall describe in its Safety and Health Management Plan its approach to ensuring worker safety and health in performing the work required under this solicitation related to ship dismantling and regulated or hazardous material/waste removal and disposal, and for ensuring compliance with all Federal, State, and local occupational safety and health laws and regulations. The Safety and Health Management Plan shall provide for the safe work environment of Contractor Personnel and shall include the following:

1. List all safety and health regulatory agencies with cognizance of the Offeror’s facility and performance, citing the specific safety & health regulations to be met.
2. Description of the Offeror’s procedures for complying with Federal, State, and local occupational safety and health laws and regulations. These include:
 - a. Confined and Enclosed Spaces (info purposes)
 - b. Welding, Cutting, and Heating
 - c. Fire Prevention/Protection
 - d. Fall Protection
 - e. Housekeeping and Temporary Lighting
 - f. Health and Sanitation
 - g. Hazard Communication (chemicals)
 - h. Gear and Equipment for Rigging and Material Handling
 - i. Personal Protective Equipment
 - j. Lead

FACTOR 3 - MANAGEMENT CAPABILITY AND APPROACH

The Offeror shall provide a description of its management approach and organization. The management approach should demonstrate how the Offeror’s personnel and organizational resources will ensure dismantling procedures are executed in compliance with Environmental Protection Agency and Occupational Safety Health Administration standards. The management approach shall include the following:

1. Description of how the Offeror’s personnel within the organizational structure will manage the project, ensure environmental safety and compliance, and ensure the occupational safety of all personnel performing on contract.
2. Affirmation all personnel working directly with the vessels will have U.S. citizenship.

3. A list of all proposed major subcontractors that are planned for use under this contract if performing more than ten (10) percent of the total proposed price.
4. A Significant Subcontractor Management Plan: If the Offeror's proposal includes the use of a significant subcontractor, the Offeror shall provide a narrative discussing the work to be subcontracted, the subcontractors proposed, and the management approach to ensuring that the work is executed in accordance with the solicitation. NOTE: Subcontractors are deemed "significant" if the subcontractors providing effort consist of more than 10% of the prime contractor's proposed price. Subcontractor proposals are not required for those subcontractors that do not meet the 10% threshold.
5. A Small Business Participation Plan: This section is not applicable to Small Businesses proposing as a Prime. Large Business concerns shall describe the extent to which your company has identified and committed to provide for participation of Small Business concerns, Small Disadvantaged Business concerns, Women-Owned Small Business concerns, HUBZone Small Business concerns and Service-Disabled Veteran-owned Small Business concerns as subcontractors in the performance of the requirements addressed within this solicitation. The Offeror shall provide sufficient information to demonstrate that the tasks assigned to the aforementioned businesses and institutions are meaningful, technical, and/or sustainable. Of special interest is the amount and type of work to be performed by the subcontractors. The Offeror shall include a list of the effort(s) to be provided by these subcontractors. The Offeror shall explain the reasons for and advantages of selecting particular subcontractors. The Small Business Subcontracting Plan shall be submitted as part of proposal Volume II.

FACTOR 4 - PAST PERFORMANCE

The assessment of the Offeror's past performance is one of the non-price factors used for evaluating the Offeror's ability to successfully perform the contract resulting from this solicitation. Such consideration is separate and distinct from the Contracting Officer's responsibility determination under FAR 9.1. The Government's assessment is based on the Offeror's record of relevant and recent past performance information that pertain to the services outlined in the solicitation requirements, as well as how well the contractor performed on relevant contracts. The Government considers the following to be relevant: Ship building, repair, or dismantling that included hazardous or regulated material/waste removal and disposal.

The Government will use Contractor Performance Assessment Reporting System (CPARS) and Past Performance Information Retrieval System (PPIRS) as the primary sources of past performance information. If Offerors are aware of any negative information in CPARS, they may address any extenuating or mitigating circumstances in this section. The Government may also use sources such as Federal Awardee Performance and Integrity Information System (FAPIS) Electronic Subcontract Reporting System (eSRS), or other databases; and may be obtained from other sources available to the Government, such as the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, Fee Determining Officials.

If CPARS are not available, Offerors shall provide Past Performance Information Questionnaires to their customers for completion, (Attachment J(S)-2 Past Performance Questionnaire) for contracts or subcontracts performed in the past ten (10) years calculated from the release of the RFP involving same or similar services. Each proposal shall include no more than one (1) questionnaire per contract identified.

Offerors shall fill in page 4 of the questionnaire for each customer and include as part of their proposal. Separately, the Offeror shall provide the entire Past Performance Information Questionnaire, with page 4 completed, to each customer for them to complete the remainder of the questionnaire.

The completed questionnaires shall be submitted by the reference directly to the POCs: **Victoria Hill, Contracting Officer, and Joshua Lausier, Contract Specialist at:** victoria.m.hill20.civ@us.navy.mil and joshua.p.lausier.mil@us.navy.mil, respectively. All questionnaires must be received by the Government POCs PRIOR TO THE CLOSING DATE OF THIS SOLICITATION. These questionnaires shall be sent by the reference directly to the POC and SHALL NOT be sent via the Offeror or any other party. Any questionnaires received directly from the Offeror are NOT ACCEPTABLE, and may not be considered in the past performance evaluation. It is the Offeror's responsibility to ensure that its selected references submit the completed questionnaires to the

POC for receipt on or before the required proposal due date. The Government, in its discretion, will determine whether to consider questionnaires received after the due date of the solicitation.

The Offeror shall instruct their significant subcontractors to complete the Past Performance Information Questionnaire, if CPARS are not available for those subcontractors. Significant subcontractors (for purposes of the past performance evaluation, major subcontractor means any subcontractor that will accomplish 10% or more of the proposed work required by the solicitation) shall also submit up to three (3) past performance references for work performed within the past ten (10) years, if available. Each past performance reference should not exceed **two (2) pages** per reference.

As part of the Past Performance submission, Offerors shall provide past performance Reference Information Sheets (RIS) (Attachment J(S)-3) of all relevant contracts (including subcontracts) performed, or currently being performed, within the last ten years. The references on the RIS forms shall be customer personnel most familiar with your performance under the contracts such as: project managers, contracting officer's representatives, and marine surveyors. Do not include the Procuring Contracting Officer as a POC. The "Description of Supplies/Services" section of the RIS shall include:

1. A narrative explanation of the contract requirements, describing how they are similar in type and complexity to the work being solicited, or that your firm has no relevant experience.
2. Objectives achieved.
3. Any cost growth or schedule delays encountered.
4. A brief explanation of the reasons for Government contracts that did not meet original requirements with regard to cost, schedule, or technical performance, such shortcomings and any demonstrated corrective actions taken to avoid recurrence.
5. A copy of any cure notices or show cause letters received on each applicable contract listed above and a description of any corrective action by your firm or proposed subcontractor. This includes any contracts terminated for default, in whole or part during the past five years.
6. Describe whether the Offeror's, or any of its subcontractor's, or transporter's, treatment, storage and disposal facilities under any corporate or personal names, have within the last five (5) years, received from any Federal, State, or local regulatory agency notices of violations, citations, non-conformances, and cautionary notices. This will include environmental (CERCLA, RCRA, and TSCA) or safety (OSHA): a) notices of violations, citations, non-conformances, and cautionary notices; b) fines; c) convictions; d) present or pending citations. Provide evidence of corrective actions taken and final resolution of these actions. Provide copies of any notices of violations, citations, non-conformances, and cautionary notices received in the last 5 years and the corrective actions taken.

It is the Offeror's responsibility to ensure that all reference information is current and accurate. Prior to designating a reference, the Offeror shall contact each reference to alert them that they will receive a past performance questionnaire and their responses will be CONFIDENTIAL. Failure of the Offeror to ensure the Government receives adequate relevant past performance information, if available, will adversely impact the past performance assessment of the Offeror for this effort.

In the investigation of an Offeror's past performance, the Government reserves the right to contact former customers and Government agencies and other private and public sources of information. The Government will also assess the role that subcontractors have played in contributing to an Offeror's success and/or failure and to what extent subcontractor's performance has contributed to an Offeror's past performance evaluation.

The Government reserves the right to verify statements and representations made in an Offeror's proposal, and to selectively contact references provided by the Offeror, but reserves the right not to contact all of the references.

B. VOLUME II

The price proposal shall be comprised of the following documentation:

- a. Cover Letter.

- b. Standard Form 33, "Solicitation, Offer and Award", with blocks 12 through 18 completed by the Offeror. Submission of a signed offer to the Government constitutes agreement and acceptance of the terms and conditions of the solicitation in a FFP contracting environment.
- c. Solicitation Amendment(s) (if any) – The Offeror shall submit a signed complete copy of each amendment(s) or acknowledge all amendment(s) on the SF33.
- d. Solicitation Sections B through J - The Offeror shall submit Sections B through J with all appropriate information completed as required by the solicitation. The Offeror shall complete Section B pricing for all CLINs and Options in accordance with the "PRICING" section below for each CLIN and Option.
- e. Solicitation Section K, "Representation, Certifications and Other Statements of Offerors", shall be completed by the Offeror.
- f. Exhibit(s), Attachments, and Schedules – The Offeror shall submit all Exhibits, Attachments, and Schedules, which will form a part of any resultant contract. This includes all Section J Attachments which were included with the solicitation package. All exhibits, attachments, and schedules that require the Offeror to provide information, shall be completed in their entirety. In lieu of providing electronic copies of all Section J exhibits, attachments, and schedules, an Offeror may elect to explicitly state in its Volume IV cover letter that the Offeror agrees to comply with the requirements of all Section J attachments as provided in the solicitation (as amended); further, this agreement will be incorporated as part of the Offeror's offer. All Exhibits, Attachments, and Schedules that require the Offeror to provide information shall be completed in their entirety.
- g. Small Business Subcontracting Plan per FAR Part 19.702 (large businesses only). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why this goal cannot be achieved.
- h. Any Joint Venture / teaming agreements (if applicable).

The proper completion and submission to the Government of the above items will constitute an offer and will indicate the Offeror's unconditional assent to the terms and conditions in this solicitation and in any attachments hereto. Any objection to any of the terms and conditions of this solicitation will constitute a deficiency, which will make the offer unacceptable. .

Cover Letter: The cover letter, which shall not exceed five (5) pages, shall meet all the requirements of the "first page of the proposal" outlined in FAR 52.215-1(c)(2)(i-v). In addition to those requirements, the Offeror shall include the following in the cover letter:

- Identification of all enclosures included with the proposal
- CAGE and Data Universal Numbering System (DUNS) numbers for the Prime contractor
- Notice of any alterations to the solicitation, such as "fill-in" blocks and certifications.
- Statement conforming to FAR 15.403-5(b)(1)
- Date of submission
- Name, title and signature of authorized representative

PRICING

CLIN 0001 and CLIN 0002 (OPTION)

The Offeror's completion of Section B Pricing will provide all pricing information required to be submitted with these CLINs.

CLIN 0003

This CLIN is not separately priced, and no pricing information should be included in Section B for this CLIN.

Section M - Evaluation Factors for Award

SECTION MSECTION M

Section M - Evaluation Factors for Award

I. GENERAL

1. The Government intends to award one Fixed-Price contract to the Offeror whose collective proposal represents the lowest price technically acceptable (LPTA) to the Government utilizing the LPTA source selection procedures in accordance with FAR 15.101-2.
2. Offerors are advised that the Government intends to make an award on the basis of initial proposals without conducting discussions with Offerors, but reserves the right to conduct discussions if determined by the Contracting Officer to be necessary [see paragraph (4) of FAR 52.215-1(f)]. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.
3. The Government will evaluate each Offeror's understanding of the Navy's requirements and ability to perform the work on the basis of its proposal. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily perform the contract requirements as stated in the solicitation and based upon factors listed below. All information submitted as part of the proposal will be used to evaluate the Offeror's capability to perform and understanding of the contract requirements.
4. Each factor will be evaluated on a stand-alone basis; however, information contained in one factor of the proposal may be used to assist the Government in evaluating other factors of the proposal.
5. An Award will be made only to an Offeror whose proposal is determined to be technically acceptable. Offerors are cautioned that an evaluation of "unacceptable" in any single non-price factor may result in the Offeror's proposal being rated unacceptable overall, and eliminated from further consideration.
6. Offerors who do not inspect each vessel prior to submission of a proposal in response to this solicitation will not be considered for award. The Government will confirm that the bidder's completed ship checks with the San Diego DET's Bidder's Log Form.

II. EVALUATION FACTORS**NON-PRICE FACTORS**

- | | |
|----------|---|
| Factor 1 | Operational Plan, Vessel Dismantling Capability, and Technical Approach |
| Factor 2 | Environmental and Safety & Health Management |
| Factor 3 | Management Capability and Approach |
| Factor 4 | Past Performance |

PRICE EVALUATION

- | | |
|----------|-------|
| Factor 5 | Price |
|----------|-------|

Technical Evaluation**Factor 1 Operational Plan, Vessel Dismantling Capability, and Technical Approach**

The Government will determine technical acceptability by evaluating the offeror's proposed Operational Plan, Vessel Dismantling Capability, and Technical Approach to determine the extent to which the Offeror's proposed Elements below demonstrate capability to perform the work (see Factor 1 in Section L):

Element A. Operational Plan

Element B. Dismantling Facility Details
Element C. Schedule

The Government will review the contents of the list of requirements for each Element stated in Section L Factor 1 to determine if the Offeror's proposal includes all required information listed are satisfactory.

Factor 2 Environmental and Safety & Health Management

The Government will determine technical acceptability by evaluating the Offeror's proposed Environmental and Safety & Health Management Approach. The Government will evaluate the details of the proposed approach and also evaluate the extent to which the Offeror included the following in the approach (see Factor 2 in Section L):

1. A list of each environmental regulatory agency having cognizance of the Offeror's facility and performance, citing the specific environmental regulations to be met.
2. List all safety and health regulatory agencies with cognizance of the Offeror's facility and performance, citing the specific safety & health regulations to be met.
3. Site specific spill prevention, containment and emergency response procedures. Describe measures planned to ensure that storm water drainage is not contaminated with regulated or hazardous material remaining on or removed from the vessels. Also, include a description of measures taken to prevent contaminants from entering the water and the groundwater as well as measures to control dust.
4. Description of the Offeror's procedures for identification (by testing or assumption), removal, treatment, storage, transportation and disposal of all potentially hazardous or regulated material/waste and other special material, on the vessel as required by the appropriate environmental regulatory agency.

Factor 3 Management Capability and Approach

The Government will determine technical acceptability by evaluating the Offeror's proposed Management Capability and Approach. The Government will evaluate the details of the proposed approach and also evaluate the extent to which the Offeror included the following in the approach (see also Factor 3 in Section L):

1. Description of how project, environment safety and compliance, and occupational safety management will be conducted.
2. Affirm all personnel working directly with the vessels will have U.S. citizenship.
3. List of all proposed major subcontractors.
4. Include a Significant Subcontractor Management Plan if the Offeror's proposal includes the use of a significant subcontractor providing effort that consists of more than 10% of the prime contractor's proposed price.
5. Small Business Participation Plan (only applicable to Large businesses proposing as Prime contractors)

AN OFFEROR'S TECHNICAL PROPOSAL MAY BE RATED UNACCEPTABLE IF, IN THE JUDGMENT OF THE GOVERNMENT, THE OFFEROR'S PROPOSAL DOES NOT DEMONSTRATE ITS UNDERSTANDING OF THE SCOPE OF THE REQUIREMENTS. THEREFORE, ANY INCONSISTENCY OR ASSUMPTIONS THAT HAVE BEEN MADE, WHETHER REAL OR APPARENT, SHALL BE EXPLAINED IN THE PROPOSAL.

Factor 4 Past Performance

The Government will evaluate the past performance record of the Offeror and proposed major subcontractor(s), if any. The Government will evaluate the Offeror's previous relevant experience in using the same or similar approach as proposed for this solicitation.

The currency and relevancy of the information, source of the information, context of the data, and general trends in the Offeror's performance will be considered in evaluating past performance. Offerors lacking a relevant past

performance record or for whom information on past performance is not available or cannot be determined, shall not be evaluated favorably or unfavorably on past performance.

Offerors are advised that in evaluating an Offeror's past performance, the Government may, in its sole discretion, consider information from sources outside the Offeror's proposal. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) ratings on relevant contracts and may also consider Past Performance Information Retrieval System (PPIRS) ratings, regulatory agency databases, past performance questionnaires, information submitted by the Offeror with its proposal, and other existing past performance information contained in either local or other supervisor files, or from other Government sources or non-Government sources.

Note: In the case of an Offeror without a record of relevant past performance, or for whom past performance information is not available or is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will not be evaluated favorably or unfavorably in the Past Performance factor, but rather shall receive a "Neutral/Unknown Confidence" rating. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable".

Factor 5 Price

The Government will assess price proposals in accordance with FAR 15.404 to determine reasonableness of proposed pricing based on the substantiating information contained in the price proposal. The Offeror's price will be evaluated for reasonableness by considering:

- i. Comparison of proposed prices received in response to the Solicitation
- ii. Comparison of Offeror's proposed price with the Government's independent cost estimates, historical data and other data available to the Government
- iii. The existence of unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated. A price proposal that is found unreasonable and/or unbalanced may be rejected.

The total proposed price will be calculated as follows:

The total proposed firm fixed price amount for execution of CLIN 0001 (towing and disposal)

NOTE: Option CLIN 0003 price will also be as a firm fixed price total amount, however, the option may or may not be exercised and its dollar value will have no bearing on the price considerations involved with the LPTA evaluation or source selection process.

III. BASIS FOR AWARDS

A. The Government may award one Fixed-Price contract to the Offeror who is deemed responsible in accordance with FAR 9.104, and whose collective proposal is the lowest price technically acceptable to the Government utilizing LPTA source selection procedures in accordance with FAR 15.101-2. .

B. PLEASE READ CAREFULLY: The Government will follow the steps below to determine which proposal offers acceptable technical solutions to complete the work outlined in this solicitation at the lowest price:

STEP 1: The Government will only evaluate the Offeror(s) whose proposal is deemed complete and responsive, and represents the lowest proposed price to the Government.

STEP 2: The Government will then make a determination as to whether the lowest priced offer meets the minimum technical requirements. If the lowest priced offer is determined to be technically acceptable, no competing proposals will be reviewed. If the lowest priced Offeror is determined technically unacceptable, the Government will choose the next lowest priced offer using step 1 above, and then it will determine if

that offer is technically acceptable. The Government will continue steps 1 and 2 until an offer is found to have the lowest priced technically acceptable proposal.

C. The Source Selection Authority (SSA) will base the source selection decision on an assessment of proposals against all source selection criteria in the solicitation.

IV. EXPLANATION OF RATINGS

Adjectival Ratings for Factors 1, 2, and 3

For Factors 1, 2 and 3, the rating reflects whether the information submitted meets or does not meet the minimum requirements through an assessment of the proposal. The evaluation will identify any deficiencies in Offeror's proposal. The ratings for Factors 1, 2 and 3 are as follows:

Adjectival Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Factor 4 Past Performance will be rated on an "acceptable" or "unacceptable" basis using the ratings in the table below:

Adjectival Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note above)
Unacceptable	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

Definitions

OFFERORS ARE REMINDED THAT AS PART OF THE RESPONSIBILITY DETERMINATION, THE GOVERNMENT WILL CONSIDER THE OFFEROR'S FINANCIAL CAPABILITY TO PERFORM THE CONTRACT. OFFERORS MUST BE FOUND TO BE FINANCIALLY CAPABLE OF PERFORMING THIS CONTRACT OVER THE ENTIRE PERIOD OF CONTRACT PERFORMANCE.