

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   72	
2. CONTRACT NO.		3. SOLICITATION NO. N4523A23R1052	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 02 Mar 2023	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY PUGET SOUND NAVAL SHIPYARD CODE 400 1400 FARRAGUT AVE, MAIL STOP 2026 BREMERTON WA 98314-2026			CODE N4523A	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		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 NATHAN DEGUZMAN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (360) 689-8534	C. E-MAIL ADDRESS nathanieldeguzman@navy.mil
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### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
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

NOTESNote A: Growth Management Program:

The Government has elected to utilize the Growth Management Program which is comprised of two procedures: (1) Small Dollar Value Growth (SDVG) and, (2) Level of Effort (LOE) to Completion. The purpose of this program is to manage growth work in an effective and efficient manner. The award resulting from this solicitation will not utilize the SDVG process; it will only utilize the LOE to Completion procedure.

This note describes the process of LOE to Completion in detail, whereas Section B, Note B provides further information about what falls under the procedure, limits of use, and the specific amounts to be awarded under this solicitation. The following steps shall be used for executing growth work when utilizing LOE to Completion:

1. The Contractor shall report proposed growth through the normal Condition Found Report (CFR) process per contract terms.
2. The Contracting Officer (KO) shall determine if the identified work is within contract scope. If within scope, the PM (or designated representative) will set forth on the Growth Management Request Form (Attachment J-8) the requirements to be accomplished. If not within scope, the Request for Contract Change (RCC) method must be used to process the work.
3. Once started, the Growth Management Request Form will be sent to the Contractor to provide pricing and supporting data to support the growth work requirements. An authorized representative of the Contractor and the PM or Shipbuilding Specialist (SBS) shall evaluate the proposed hours and material to determine if the price reflects the full technical scope.
4. The PM shall endorse the Growth Management Request Form and forward the Growth Management Request Form to the Contracting Officer for review and coordination.
5. The Contracting Officer will negotiate the hours and material, verify the correct application of labor/fringe/overhead/G&A/profit/FCCOM rates as applicable, and issue the Growth Management Request Form signed by the Contracting Officer to direct the work. All growth work under the LOE to Completion process must be directed by the Contracting Officer. The PM and Contracting Officer (or designated representatives) will ensure the growth data is captured in the Growth Management Program Tracking Log (Attachment J-9).
6. Once the work under a directed Growth Management Request Form has been accomplished, the Contractor and the Contracting Officer's Representative will sign off for final acceptance/completion of the requirement.

In the event that additional growth is required and not funded under the Growth Management Program, the Request for Contract Change (RCC) process shall be utilized.

Note B: Level of Effort to Completion – Growth:

1. The Contractor agrees to provide the Level of Effort (LOE) to Completion under CLIN 0001AB which will be a combination of 1,261 man hours and \$17,501.83 materials (to include the application of burdened labor, G&A and profit rates as proposed under the base contract, as applicable) for the performance of growth work related to work items defined in CLIN 0001AA. Both of these subCLINS reside with CLIN 0001.

2. The total LOE to Completion for the performance of the above SLIN shall be man-hours of direct labor and associated material required to support that labor and effort. The mix of labor and material may be adjusted, but may not exceed the dollar value of CLIN 0001AB.
3. The Contractor and the Contracting Officer will utilize the Growth Management Program Tracking Log (Attachment J-9) to identify/record the expended effort associated with this Note. This tracker shall assist with identifying the remaining funds under the LOE to Completion and serve as a declining balance log. All growth work meeting the criteria of paragraph 1 above shall be accepted under this program without delay and disruption in vessel redelivery.
4. Effort performed in fulfilling the LOE to Completion obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel (i.e. to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations.
5. The LOE to Completion labor hours and material are within the general scope of the work stated in the contract and may not be used to: (1) direct a change as defined in the clause FAR 52.243-1 CHANGES – FIXED PRICE (AUG 1987) or (2) change any of the terms or conditions of the contract.
6. If, in the opinion of the Contractor, any effort directed in the Growth Management Request Form (Attachment J-8) calls for effort outside the scope of the contract, the Contractor shall notify the Contracting Officer in writing within two (2) working days after the receipt of any such direction. The Contractor shall not proceed with the work affected by the Growth Management Request Form unless and until the Contractor is notified by the Contracting Officer that directed work is within the scope of this contract. Thereafter, any remaining disagreement on the scope issue shall be a dispute under the Disputes clause; however, nothing in this clause shall excuse the Contractor from proceeding with the subject growth work as directed by Contracting Officer.
7. After the scheduled period of performance is complete and when it is evident that no additional work will be tasked, the remaining funds under the LOE to Completion SLIN, 0001AB, are subject to a descope Request for Contract Change and shall be descoped (deobligated) in their entirety through a bilateral contract modification.

Note C: Rates for Contract Modifications:

The Government intends to establish rates under the base contract which shall be used by the Contractor in proposals for in-scope growth work and any identified out of scope new work during the execution of this contract.

The rates shall also be utilized, in the same methodology as proposed, for the LOE to Completion process. The rates and methodology/formulas will be input under this Note upon contract award.

Fully Burdened Labor Rate/Manhour:	TBD at Award
Fringe Rate:	TBD at Award
Overhead Rate:	TBD at Award
G&A Rate:	TBD at Award
Profit Rate:	TBD at Award
FCCOM Rate:	TBD at Award

The cells referred to above are found in Attachment J-2 Price Proposal Worksheet.

ITEM NO CLIN Number 0001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	YT-801 Maintenance FFP Accomplish maintenance, repairs, and preservation of YT-801 in accordance with the Statement of Work (SOW). See Attachment J-1.				

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NET AMT

ITEM NO CLIN Number 0001AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	YT-801 - Base Package FFP Accomplish maintenance, repair, and preservation of YT-801 in accordance with the Statement of Work (SOW), Attachment J-1. This SLIN supports the base work package. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: J019	1	Job		

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1	Job		

YT-801 - LOE to Completion  
FFP

Accomplish maintenance, repair, and preservation of YT-801 in accordance with the Statement of Work (SOW), Attachment J-1. This SLIN supports authorized Level of Effort (LOE) to Completion. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination  
PSC CD: J019

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job		

YT-801 Over and Above Work  
FFP

Additional repairs not specified in CLIN 0001 (e.g. scope growth work identified during execution of the contract) per DFARS 252.217-7028.

FOB: Destination  
PSC CD: J019

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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CDRLs and DIDs

FFP

Contract Data Requirements List (CDRLs): Submit as required by CLINs 0001 and 0002. See Exhibit A. NOT SEPARATELY PRICED (NSP).

FOB: Destination

PSC CD: J019

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NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK (SOW)

The Statement of Work (SOW) for this requirement is incorporated under Attachment J-1.

CLAUSES INCORPORATED BY FULL TEXT

C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

- (a) Department - means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

- (a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
- (b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

- (1) The support contractor not disclose any information;
  - (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
  - (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
  - (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.
- (c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.
- (d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of text)

#### C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of text)

#### C-211-H010 TUG AND PILOT SERVICES (NAVSEA) (OCT 2018)

The Contractor shall provide necessary tug and pilot services to move the vessel(s) from the fairway of the plant to the pier or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

(End of text)

## C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

## (a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

None

(End of text)

## C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of text)

## C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable,

the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

(End of Text)

#### C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal [TBD](#) dated [TBD](#) in response to Solicitation No. [N4523A23R1052](#).

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of text)

#### C-217-H005 GROWTH AND NEW WORK (NAVSEA) (JAN 2019)

(a) The Contractor is required to notify the Contracting Officer via email regarding growth and new work within 30 days of discovery:

(1) of any apparent errors or omissions in the contract (SF 33, specifications, drawings, etc.); and,

(2) of any/all conflicts between the contract package and actual conditions observed during ship check(s) and/or contract execution.

(b) Growth work is synonymous with over and above work, which is described in DFARS 252.217-7028, Over and Above Work and it provides the process for adjudication.

(c) New work is distinguished from over and above work and is outside the scope of the competitively procured requirement. New work will be approved in accordance with FAR Part 6 and associated policies and procedures.

(d) The Government will NOT negotiate modifications to increase the contract price to address errors or omissions to the contract package which were reasonably apparent to the contractor prior to proposal submission.

(End of Text)

C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative

will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of text)

#### C-223-H002 SAFETY, HEALTH AND FIRE REQUIREMENTS FOR SHIP REPAIR (NAVSEA) (JAN 2019)

(a) Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

(b) SAFETY INSPECTOR/FIRE MARSHAL: In addition to the safety standards provided in the specifications, the contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety

Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the contractor's approved Safety Plan.

(c) PERSONAL PROTECTIVE EQUIPMENT: Whenever work is performed aboard U.S. Naval Ships or vessels at piers or dry docks of a Naval Shipyard or Naval Station, Contractor employees (including management personnel) shall have and use at all times the following personal protective equipment:

(1) Protective hard hats that meet the following specifications:

(i) Protective helmets purchased after July 5, 1994 shall comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection-Protective Headwear for Industrial Workers-Requirements," or shall be demonstrated by the Contractor to be equally effective.

(ii) Protective helmets purchased before July 5, 1994 shall comply with ANSI Standard "American National Standard Safety requirements for Industrial Head Protection," Z89.1-1969, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.135 Head Protection]

(2) Approved type Plano or prescription glasses meeting the following specifications:

(i) Protective eye and face devices purchased after July 5, 1994 shall comply with ANSI standard Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection", or shall be demonstrated by the employer to be equally effective.

(ii) Protective eye and face devices purchased before July 5, 1994 shall comply with ANSI "USA standard for Occupational and Educational Eye and Face Protection", Z87.1-1968, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.133 Protective eye and face devices.]

(3) Safety toe shoes, with built-in protective toe box that meet the following specifications:

(i) Protective footwear purchased after July 5, 1994 shall comply with ANSI Standard Z41-1991, "American National Standard for Personal Protection-Protective Footwear", or shall be demonstrated by the employer to be equally effective.

(ii) Protective footwear purchased before July 5, 1994 shall comply with the ANSI standard "USA Standard for Men's Safety Toe Footwear", Z41.1 1967, or shall be demonstrated by the employer to be equally effective [Ref. 29 CFR 1910.136 Protective eye and face devices.]

(End of text)

#### C-223-H003 EXCLUSION OF MERCURY (NAVSEA) (MAR 2019)

(a) Definitions. As used in this text:

*Article* means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

*Boundary of containment* means a continuous tight seal (barrier) to prevent the release of functional mercury

during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

*Functional mercury* means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

*Hardware* means any article, container, piece of material, individual part, subassembly, assembly, component, or system to which mercury control requirements apply.

*Mercury-free* means hardware that does not contain functional mercury and is not contaminated by mercury or mercury compounds.

*Portable* means items that are frequently transported during normal operation. Desk lamps, shop lights, and hand-held instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

(b) The Contractor, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.

(1) The Contractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Contractor, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).

(2) Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the Contractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

(3) For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.

(4) The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.

(5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.

(6) The presence of mercury in a product may be determined by checking product labeling on material

safety data sheets or safety data sheets. Chemical analysis is not required.

(7) The Contractor shall dispose of any mercury and mercury compounds in accordance with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.

(8) If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-AL-DPC-020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

(End of Text)

#### C-223-H004 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NAVSEA) (MAR 2019)

##### (a) General

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) Identification of Hazardous Wastes – **the Statement of Work (SOW)** of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

##### (c) Generator Identification Numbers

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of

the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "Disputes" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain the Contracting Officer's Representative (COR) concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the COR for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify COR within 3 business days of receipt of written notification by the State. After obtaining COR approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to COR for completion.

(End of Text)

#### C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

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

(End of Text)

C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018)

Notwithstanding any provision in the "Access to Vessel" clause (DFARS 252.217- 7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of text)

C-232-H001 PAYMENTS, LIENS AND INSURANCE (NAVSEA) (OCT 2018)

(a)(1) Until such time as the physical progress of the contract as a whole is fifty percent (50%) complete, the Government, upon submission by the Contractor, of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of ninety percent (90%) of an amount determined by applying to the contract price of each craft the percentage of physical progress in the performance of the contract as a whole as certified by the Contractor subject to the approval of the Supervisor; provided, that no such payment shall be made in an amount which when added to the total of all payments previously made under this requirement (other than payments made pursuant to the paragraphs (b) and (c)) exceeds one-hundred percent (100%) of the allowable cost which has been certified by the Contractor on the related invoice to have been incurred by it in the performance of the contract.

(2) After the percentage of physical progress in the performance of the contract as a whole has reached fifty percent (50%), the Government, upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of one-hundred percent (100%) of an amount determined by applying to the contract price of each craft the percentage of physical progress in the performance of the contract as a whole as certified by the Contractor subject to the approval of the Supervisor, less two and one-half percent (2.5%) of the contract price of each craft. However, no such payment shall be made in an amount which when added to the total of all payments previously made under this requirement (other than payments made pursuant to the paragraphs (b) and (c)) exceed one-hundred seven percent (107%) of the allowable cost which has been certified by the Contractor on the related invoice to have been incurred by it in the performance of this contract.

(3) Notwithstanding subparagraph (a)(2) above, after the percentage of physical progress in the performance of the contract as a whole has reached seventy-five percent (75%), the total amount of contract withholdings (as defined in subparagraph (a)(iv) below) with respect to any craft shall not exceed the amount withheld at the point at which the performance of the contract as a whole is seventy-five percent (75%) complete. Therefore, after the percentage of physical progress in the performance of the contract as a whole is seventy-five percent (75%), the Government upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of one-hundred percent (100%) of the amount determined by: (i) multiplying the total contract price of each craft by the percentage of physical progress in the performance of the contract as a whole as certified by the Contractor subject to the approval of the Supervisor, and (ii) subtracting from that product the total amount of contract withholding with respect to each craft that was withheld at the point at which the total contract performance was seventy-five percent (75%) complete on the basis of physical progress, provided that each craft under contract is (or has been) delivered on or before the contract delivery date, or such later date as may be set by the Contracting Officer. If each craft is not (or has not been) delivered on or before the contract delivery date, or such

later date as may be set by the Contracting Officer, the requirement above in subparagraph (a)(2) shall apply in full. If the application of the requirements in subparagraph (a)(2) above results in an amount owed to the Navy by the Contractor, collection will be deferred but no further payment will be made on any account against cost or progress until the deferred obligations are repaid.

(4) For the purposes of this requirement, any amount earned based on the percentage of a physical completion times contract price but not paid is defined as a "withholding".

(5)(a) On each of the occasions listed in (5)(C) immediately below, the Contractor shall submit a written report to the Contracting Officer containing the following information;

(i) The amount of the allowable costs which have been incurred by the Contractor in the performance of the contract as a whole; and

(ii) The percentage of physical completion achieved in the performance of the contract as a whole;

(iii) The total cost for completion of the contract work as projected by the Contractor on the basis of its incurred cost of performance and physical completion achieved;

(iv) Explanation of any variance between the presently projected cost for completion of the contract work and the projected costs for such completion as stated in the last previous report made by the Contractor;

(v) The dollar amount of profit which the Contractor expects to earn from performance of the contract based upon the information described in (i), (ii), and (iii) above.

(b) The format of the report described in (5)(A) immediately above shall provide for cost category reporting of incurred and projected costs in accordance with the Contractor's normal accounting system and broken down into labor hours, labor dollars, material dollars and indirect dollars. The Contracting Officer may require the Contractor to submit, or make available for examination by the Contracting Officer or his designated representative, the supporting documentation upon which the report is based.

(c) The report described in (5)(A) and (5)(B) immediately above shall be submitted by the Contractor to the Contracting Officer on each of the following occasions:

(i) together with, and as part of, the first invoice for payment submitted by the Contractor under this requirement in which the percentage of physical progress in the performance of contract as a whole is certified by the Contractor to have reached fifty percent (50%) or more; and

(ii) within ninety (90) days after the close of the Contractor's fiscal year during which the report described in (i) immediately above was rendered and within ninety (90) days after the close of each subsequent Contractor's fiscal year; and

(iii) within thirty (30) days after written request of the Contracting Officer.

(6) "Incurred costs" are those costs identified through the use of the accrual method of accounting as supported by the records maintained by the Contractor and which are allowable in accordance with Part 31 of the Federal Acquisition Regulation and Part 231 of the Department of Defense FAR Supplement (DFARS) in effect on the effective date of this contract and include only:

(a) Costs for items or services purchased directly for the contract that have been paid by cash, check, or other form of actual payment; or when the Contractor is not delinquent in paying costs of contract

performance in the ordinary course of business, costs incurred, but not necessarily paid, for items or services purchased directly for the contract and associated financing payments to subcontractors provided payments will be made;

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government; and

(b) Costs incurred, but not necessarily paid, for materials issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct in-house costs and for properly allocable and allowable overhead (indirect) costs, all as shown by records maintained by the Contractor for the purposes of obtaining payment under Government contracts; provided that the Contractor is not delinquent in payment in the ordinary course of business; and

(c) With respect to allocated and allowable costs of pension contributions, when pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accruals of the costs of these pension contributions shall be excluded from Contractor's incurred costs until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accruals of such costs may be included in Contractor's incurred costs, provided that the pension contributions are paid to the retirement fund within thirty (30) days after the close of the period covered by the payment. If payments are not paid within such thirty (30) day period, pension contributions shall be excluded from the Contractor's incurred cost until payment therefor has been made.

(d) Incurred costs shall not include any costs which are required, under any requirement of this contract to be reimbursed or paid by the Government to the Contractor or reimbursed or paid by the Contractor to the Government other than through an equitable adjustment in contract price. If an overpayment is made relative to this paragraph, interest shall be charged at the prevailing per annum rate established by the Secretary of the Treasury, pursuant to Public Law 92-41, from the date such overpayment is made until the date the overpayment is fully recovered.

(7) At any time or times prior to final payment under this contract, the Contracting Officer may have invoices and statements or certifications of costs audited. Each payment theretofore made shall be subject to reduction as necessary to reflect the exclusion of amounts included in the invoices or statements or certifications of costs which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices.

(8) Invoices may be submitted every two weeks (8) or more frequently, as the Contracting Officer, in his sole and non-appealable discretion, determines to be warranted by expenditures of the Contractor. Invoices shall be based upon the total contract price as adjusted from time to time pursuant to the terms of the contract. The Contractor shall certify on each invoice (i) the percentage of physical progress in the performance of the contract as a whole as a decimal carried to four places and (ii) the allowable costs incurred by it in performance of the contract as a whole as of the date the invoice is submitted. No payment will be required to be made under this paragraph (a) upon invoices aggregating less than five-thousand dollars (\$5,000).

(b) Upon acceptance of each craft and upon the submission of properly certified invoices, the Government will pay to the Contractor the amount of withholding under paragraph (a)(2) with respect of that craft in excess of (i) one and one-half percent (1-1/2%) of the contract price for such craft, constituting a final settlement reserve, and (ii) one percent (1%) of the contract price for such craft, constituting a final settlement reserve, provided however that the amount of such final settlement reserve for the entire contract shall not exceed one-hundred thousand dollars (\$100,000). If at any time it shall appear to the Government that the amount of the performance reserve may be insufficient to meet the cost to the Government of finishing any unfinished work under the contract for which the Contractor is responsible or of correcting defects for which the Contractor is responsible which are discovered prior to acceptance or during the

guaranty period (if the requirement "Guaranty Period" is included in this contract) of any craft, the Government may, in making payments under this requirement, deduct or withhold such additional amounts as it may determine to be necessary to render such reserve adequate. Any such additional amounts deducted or withheld on account of defects which are discovered during the guaranty period of the craft shall not exceed the limit of the Contractor's liability, under the requirement entitled "Limitation of Contractor's Liability for Correction of Defects" (if such requirement is included in this contract).

(c) At any time or times prior to final payment under this contract, the Contracting Officer may have any invoices and statements or certifications of costs audited. The Contracting Officer may require the Contractor to submit, or make available for examination by the Contracting Officer or his designated representative, the supporting documentation upon which invoices, statements or certifications of costs are based. Each payment theretofore made shall be subject to reduction as necessary to reflect the exclusion of amounts included in the invoices or statements or certifications of costs which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments on preceding invoices.

(d) The Contracting Officer may reduce or suspend payments after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (including but not limited to such requirements as quality, safety, care and protection).

(2) Performance of this contract is endangered by the Contractor's

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(e) Upon completion and acceptance of all work hereunder, the balance due the Contractor under this contract will be paid upon the presentation of a properly executed and duly certified invoice therefor. The Contractor and each assignee under an assignment in effect at the time of final settlement shall execute and deliver at the time of and a condition precedent to final payment, a release in form and substance satisfactory to and containing such exceptions as may be found appropriate by the Contracting Officer, discharging the Government, its officers, agents, and employees of and from all liabilities, obligations and claims arising under this contract. The Contracting Officer may, in his discretion, authorize payments on account of any such balance to be made in advance of final settlement subject to such conditions precedent as the Contracting Officer may prescribe. If this contract shall have been terminated in whole, or in part, any such release shall also contain such a release of all claims against the Government arising out of or by virtue of such termination.

(f) Any and all payments made hereunder shall be secured when made, by lien in favor of the Government upon craft, articles, and things contracted for on account of all payments so made and on all material, equipment, and other property acquired for or allocated to the performance of this contract, except to the extent that the Government, by virtue of any other requirements of this contract, or otherwise shall have valid title to such articles, things, materials, or other property as against other creditors of the Contractor. If such property is not identified by marking or segregation, the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this paragraph is paramount to all other liens under the provisions of 10 U.S.C. sec 7521.

(g) Title to the craft under construction shall vest in the Government and title to all materials and equipment acquired for the performance of the contract shall vest in the Government upon delivery thereof to the plant of the Contractor or other place of storage selected by the Contractor, whichever of said events shall first occur; provided however, that notwithstanding the foregoing requirements concerning title, in the event of loss, theft or destruction of or damage to any such property before acceptance by the Government, the Contractor shall bear the risk of any such loss, theft, destruction or damage.

(h) The Contractor, to the extent determined necessary and practicable by the Supervisor of Shipbuilding, shall identify by marking or segregation all property which is subject to a lien or title in favor of the Government by virtue of any requirements of this contract in such a way as to indicate that it is subject to such a lien or title and that it has been acquired for or allocated to the performance of this contract. The Contractor shall also maintain adequate accounting control over such property on its books and records which shall be subject to examination by the Supervisor of Shipbuilding at all reasonable times to assure compliance with these requirements.

(i) The Contractor shall immediately discharge or cause to be discharged any lien or right in rem of any kind, other than in favor of the Government, which at any time exists or arises with respect to the craft, machinery, fittings, equipment, or materials for the craft. If any such lien or right in rem is not immediately discharged, the Government may discharge or cause to be discharged said lien or right in rem, at the expense of the Contractor.

(j) Until each craft has been accepted by the Department, each craft and all materials, equipment and appliances, therefor, including materials, equipment to be furnished by the Government to the Contractor for installation in the craft, shall, at the expense of the Contractor, be kept fully and duly insured by the Contractor in the name of the United States of America and the Contractor under the form of Builder's Risk Insurance (Navy Form Syndicate) Policy, including the rider attached to the "Free of Capture and Seizure" clause thereof where applicable. Where such insurance is not applicable the Contractor shall procure and thereafter maintain in the name of the United States of America and the Contractor until each craft has been accepted by the Department, fire and extended coverage insurance during construction and inland or ocean marine all risk cargo insurance during delivery with respect to each craft and all materials, equipment and appliances therefor, including materials and equipment to be furnished by the Government to the Contractor for installation in each craft. Where none of the foregoing is applicable during water trials the Contractor shall procure and thereafter maintain such other insurance for each craft as will cover the usual marine perils during such trials. The amount of the insurance shall not be less than aggregate of the amount paid to the Contractor under this contract by the Department plus the value of any materials, equipment and appliance furnished by the Government as determined from time to time by the Contracting Officer. Loss under the aforementioned insurance shall be payable to the Secretary of the Navy, or order, for use of the United States of America to the extent of payment made to the Contractor under this contract plus the amount of loss of or damage to the material, equipment, and appliance furnished by the Government and for use of the Contractor to the extent of any remaining balance.

(k) All policies shall be delivered to the Administrative Contracting Officer for approval and custody. The terms of the policies, the insurance companies, and the underwriters shall at all times be satisfactory to the Contracting Officer. Policies not in conformance herewith shall be surrendered and cancelled upon the direction of the Contracting Officer and new policies procured in conformance herewith.

(l) In the event that the Contractor shall procure or maintain other insurance upon any materials or other property upon which a lien exists in favor of the Government or to which the Government has title pursuant to the terms of this contract, the policy or policies shall contain a loss payable clause making losses payable to the Secretary of the Navy or as referred by the Contracting Officer. Any payments thereunder shall inure to the benefit of the Government and to the Contractor as to any remaining balance. The requirements of this paragraph (l) shall not be deemed to require that the Contractor procure or maintain any such other insurance.

(m) The foregoing insurance requirements shall not be construed as limiting in any way the full responsibility of the Contractor for the supplies under the contract.

(End of text)

C-233-H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of text)

#### C-245-H004 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--BASIC (NAVSEA) (MAY 2019)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

(1) The Contracting Officer may at any time by written order:

- (i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or
- (ii) add items of data or information to the attachment identified in Section J; or
- (iii) establish or revise due dates for items of data or information in the attachment identified in Section J.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

- (1) From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; or
- (2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094  
Telephone (215) 697-6396  
Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

(End of Text)

#### C-245-H006 ADDITIONAL REQUIREMENTS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (OCT 2018)

(a) For purposes of paragraph (h) of the clause entitled "Government Property" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel

(b) For purposes of paragraph (b) of the clause entitled "Government Property", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

(End of text)

C-245-H009 DISPOSAL OF SCRAP (NAVSEA) (JAN 2019)

(a) All Government scrap resulting from accomplishment of work under this contract is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.

(b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.

(c) This requirement is not intended to conflict in any way with the clause of this contract entitled "Performance" (DFARS 252.217-7010) or any Government Property clause, nor does it relieve the Contractor of any other requirement under such clauses.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

C-245-H010 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (JAN 2019)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless such property is approved in writing by the contracting officer. The Contractor agrees that all such property shall comply in all respects with the specifications contained herein.

(End of text)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

(End of text)

## 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	N/A	N/A	N/A	N/A
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## E-246-H002 CLARIFICATION OF INSPECTION, DELIVERY AND ACCEPTANCE TERMS FOR VESSELS AND CRAFT—ALTERNATE I (NAVSEA) (OCT 2018)

(a) The following terms apply exclusively to the delivery and acceptance of the vessels or craft constructed under this contract:

(1) This contract incorporates the clause entitled “Inspection of Supplies—Fixed Price (FAR 52.246-2) and its Alternate I, if applicable. The term “Preliminary Acceptance” as used in this contract refers to the Government’s conditional acceptance of the vessels/craft in accordance with the text entitled “Delivery of Completed Vessel” after successful completion of the applicable testing and trial requirements and upon delivery as set forth in Section F of the contract. The Contractor shall prepare and furnish to the Contracting Officer a DD Form 250 in accordance with DFARS 252-246.7000 entitled “Material Inspection and Receiving Report” which is to be incorporated into the Preliminary Acceptance documentation.

(2) The term “Final Acceptance” as used in this contract refers to the completion of all conditions associated with acceptance of the vessel and the expiration of the guaranty/warranty period.

(3) The term “acceptance” as used in paragraph (k) of the clause entitled “Inspection of Supplies—Fixed Price (FAR 52.246-2) and its Alternate I, if applicable, shall be deemed to refer to “Final Acceptance,” as defined above.

(End of text)

## CLAUSES INCORPORATED BY FULL TEXT

### E-246-H011 TESTS AND TRIALS--ALTERNATE I (NAVSEA) (OCT 2018)

During the conduct of required tests and trials, the vessel shall be under the control of the Contractor and the Contractor's crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

(End of text)

### E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of text)

### E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of text)

## 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
0001AA	31-OCT-2023	1	PUGET SOUND NAVAL SHIPYARD GOVERNMENT REPRESENTATIVE 1400 FARRAGUT BREMERTON WA 98314 360-476-4211 FOB: Destination	N4523A
0001AB	31-OCT-2023	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N4523A
0002	31-OCT-2023	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N4523A
0003	31-OCT-2023	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N4523A

VESSEL AVAILABILITY

The YT-801 vessel availability will be from 01 AUG 2023 to 31 OCT 2023.

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006

## CLAUSES INCORPORATED BY FULL TEXT

## F-242-H001 CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) (OCT 2018)

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

(End of text)

F-247-H003 F.O.B. Origin (NAVSEA) (OCT 2018)

All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. Origin" (FAR 52.247-29) at or near the Contractor's plant, (insert city, county, and state), for shipment at Government expense (normally on Government bill(s) of lading) in accordance with the delivery instructions specified herein. This paragraph is required pursuant to 52.247-29 (a)(1).

FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act 49 U.S.C. Section 10721 and 13712 rates do not apply.

(End of Text)

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.204-7006      Billing Instructions      OCT 2005

## CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

**COMBO**

(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.

(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 item financing, submit a commercial item 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	N68732
Issue By DoDAAC	N4523A
Admin DoDAAC**	N4523A
Inspect By DoDAAC	N4523A
Ship To Code	N4523A
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	N4523A
LPO DoDAAC	N68742
DCAA Auditor DoDAAC	_____

Other DoDAAC(s)	_____
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(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.

[nathaniel.deguzman@navy.mil](mailto:nathaniel.deguzman@navy.mil)

[brittany.chartier@navy.mil](mailto:brittany.chartier@navy.mil)

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

[PSNSAskAccountsPayable@navy.mil](mailto:PSNSAskAccountsPayable@navy.mil)

[PSNS\\_C610.22CERT.FCT@navy.mil](mailto:PSNS_C610.22CERT.FCT@navy.mil)

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

(End of clause)

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions— Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This procurement contains the following contract type(s):

<u>Item</u>	<u>Type*</u>
<u>CLIN 0001</u>	<u>FP – Fixed Price</u>
<u>CLIN 0002</u>	<u>FP – Fixed Price</u>

\*CR – Cost-Reimbursement  
 FP – Fixed Price

(End of text)

#### G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of text)

#### G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: Brittany Chartier  
Address: Puget Sound Naval Shipyard  
1400 Farragut Avenue  
Bremerton, WA 98314  
Phone: (360) 689-8651  
E-mail: [brittany.chartier@navy.mil](mailto:brittany.chartier@navy.mil)

(ii) The Contract Specialist is:

Name: Nathan DeGuzman  
Address: Puget Sound Naval Shipyard  
1400 Farragut Avenue  
Bremerton, WA 98314  
Phone: (360) 689-8534  
E-mail: [nathaniel.deguzman@navy.mil](mailto:nathaniel.deguzman@navy.mil)

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: [ \* ]

Address:

[ \*Street ]

[ \*City, State, Zip ]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [ \* ]

[ \* ] To be completed at contract award

(End of text)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

H-209-H003 REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)  
(NOV 2022)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, at the time of execution of this contract the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.
- (d) Notwithstanding paragraph (c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (e) If the Contractor fails to take action required by this requirement, or required by the Contracting Officer upon receipt of the Contractor's disclosure required by paragraph (c), the Government may terminate this contract for default.
- (f) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (g) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, those of its subcontractors, those of one of its prime contractors (to which the contractor is a subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (h) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (j) Compliance with this requirement is a material requirement of this contract.

(End of text)

#### H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023)

(a) Definitions:

(1) All definitions, with the exception of Commercial Service Provider, are found in OPNAVINST3960.16 (series).

(2) Commercial Service Providers. Suppliers of tools, instruments, fixtures, test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide either calibration services in support of Navy contracts, or low volume, model specific, or unique parameter calibration services.

(b) The accuracy of Navy and Contractor calibrated equipment used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all calibrated equipment used for quantitative or qualitative measurements required for the research, design, test, production, and maintenance of NAVSEA systems will be maintained and calibrated in accordance with references OPNAVINST 3960.16 and NAVSEAINST 4734.1. Calibration sources shall be accredited by a U.S. based, Navy approved accreditation body to U.S. national standards:

(1) ANSI/NCSL Z540.3, Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006; or

(2) ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017; or

(3) Certified by the U.S. Navy to NAVSEA 04-4734, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual.

(c) ISO/IEC 17025:2017 and ANSI/NCSL Z540.3 accreditations must be performed by a U.S. based accreditation body. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ANSI/NCSL Z540.3 or ISO/IEC 17025:2017 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope and that each calibration measurement met or exceeded a 4:1 Test Uncertainty Ratio (TUR).

(d) Certification to Navy standard NAVSEA 04-4734, is acceptable in place of ANSI/NCSL Z540.3 and ISO/IEC 17025:2017 accreditations. For activities certified to NAVSEA 04-4734, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA scope of certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect Test, Measurement and Diagnostic Equipment (TMDE) end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a Probability of False Acceptance (PFA) of 2% or less and a Probability of False Rejections (PFR) of 15% or less. Measurement traceability, including TUR, PFA, and PFR

shall be documented in accordance to MIL-STD-1839. Calibration procedures, methods, and measurement traceability used by the Contractor shall be provided to the Government upon request.

(e) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor executes, subcontracts or outsources the initial or reoccurring calibration of calibrated equipment, the respective calibration laboratory, and all of their employees who perform calibration or supply calibrated equipment, shall be certified or accredited to the requirements of paragraphs (b), (c), and (d).

(f) Contractors electing certification to NAVSEA 04-4734 will contact the Contracting Officer's Representative (COR) or Technical Point of Contact (TPOC) within 60 days of contract award, who will then contact the NAVSEA09MM METCAL Technical Warrant Holder (TWH), at NAVSEA\_METCAL\_INSERTSERVICE@us.navy.mil, to begin the Navy certification process.

(End of Text)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
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
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
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
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
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
52.209-6	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
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	NOV 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	OCT 2022
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
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
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	NOV 2021
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
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
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
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	DEC 2022
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
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
252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.217-7028	Over And Above Work	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2022
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.	DEC 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004 (Dev)	DoD Progress Payment Rates (DEVIATION 2020-O0010)	MAR 2020
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	DEC 2022
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Items	DEC 2022
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004 (Dev)	Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006)	NOV 2021
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

## (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 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)

#### 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

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

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include ``data."`

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 90 days after delivery.

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges

shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

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

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>  
<https://www.acquisition.gov/dfars>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#) (48 CFR [2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Any contract awarded as a result of this solicitation shall consist of the following sections of this solicitation, and the documents, exhibits, and attachments described below:

- Part I The Schedule (Sections A through H)
- Part II Contract Clauses (Section I)
- Part III List of Documents, Exhibits and other Attachments (Section J)
- Part IV Representations and Instructions (Sections K through M)

Part IV of the solicitation will not be physically incorporated into the resulting contract. However, Section K, "Representations, Certifications and Other Statements of Offerors" will be retained in the contract file and acceptance of a proposal under this solicitation incorporates Section K by reference into the resultant contract (FAR 15.204-1(b)).

The following is a list of attachments to the RFP. Attachments J-1, J-2, J-8, J-9 and Exhibits A and B will be incorporated into the contract along with all references listed in section two (2) of the Statement of Work (SOW), digital copies of which are available upon contractor request. Attachments J-3, J-4, J-5, J-6, and J-7 are included for the purposes of the solicitation, but will not be incorporated into the resulting contract. Additionally, the contractor shall be responsible for the latest revisions of all references, specifications and standards in effect at time of proposal closing.

Number	Title	Number of	Dated
Attachment J-1	C04.0 Attachment J-1 Statement of Work YT-801 N4523A23R1052	42	1 Dec 2022
Attachment J-2	C04.0 Attachment J-2 Price Proposal Worksheet YT-801 N4523A23R1052	1	N/A
Attachment J-3	C04.0 Attachment J-3 RFC Form YT-801 N4523A23R1052	1	N/A
Attachment J-4	C04.0 Attachment J-4 Past Performance YT-801 N4523A23R1052	2	N/A
Attachment J-5	C04.0 Attachment J-5 Corporate Experience YT- 801 N4523A23R1052	6	N/A
Attachment J-6	C04.0 Attachment J-6 Drawings and References YT-801 N4523A23R1052	N/A	N/A
Attachment J-7	C04.0 Attachment J-7 BAVR Instructions YT-801 N4523A23R1052	1	N/A
Attachment J-8	C04.0 Attachment J-8 Growth Management Request Form YT-801 N4523A23R1052	2	N/A
Attachment J-9	C04.0 Attachment J-9 Growth Management Program Tracking Log YT-801 N4523A23R1052	1	N/A
Exhibit A	C04.0 Exhibit A CDRLs and DIDs YT-801 N4523A23R1052	N/A	Various
Exhibit B	C04.0 Exhibit B GFP Attachment YT-801 N4523A23R1052	1	N/A

**NOTE 1:**

"Attachment" means any documentation, appended to a contract or incorporated by reference, which does not

establish a requirement for deliverables.

"Exhibit" means a document, referred to in a contract, which is attached and establishes requirements for deliverables.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	OCT 2018
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7007	Alternate A, Annual Representations and Certifications	MAY 2021
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.232-7016	Notice of Progress Payments or Performance-Based Payments	APR 2020

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

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

(2) The small business size standard is 1,250.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

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

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

(     ) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

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

- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$50,000, the basic provision applies.
- (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR

4.1201); except for the changes identified below [ offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

52.204-24 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)

## Section L - Instructions, Conditions and Notices to Bidders

SECTION L  
INSTRUCTIONS TO OFFERORS**A. General:**

1. Offerors shall submit their proposals in accordance with the following instructions:
2. Offerors' proposals must comply with requirements set forth in Section L and Section M of this solicitation. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the offeror's proposal.
3. If an offeror believes that the requirements in these instructions contain an error, omission or are otherwise unsound, the offeror should notify the Government as soon as possible.
4. Relationship between Instructions and Evaluation: Your attention is directed to the functional relationship between Section L, Instructions to Offerors and Section M, Evaluation Criteria of this solicitation. Section L provides the proposal submission instructions and detailed proposal content requirements. Section M provides the evaluation factors for award.
5. ALL INQUIRIES shall be made via email and directed to Nathan DeGuzman, Contract Specialist, and Brittany Chartier, Contracting Officer, at [nathaniel.deguzman@navy.mil](mailto:nathaniel.deguzman@navy.mil) and [brittany.chartier@navy.mil](mailto:brittany.chartier@navy.mil). To ensure the Government is able to adequately address and respond to offeror requests for clarification (RFCs) via amendment if applicable, it is requested questions be submitted **no later than 22 March 2023 at 11:00 AM Pacific Time (PT)**. The government reserves the right to not answer any questions received after **22 March 2023 at 11:00 AM PT**. Furthermore, offerors should note that the proposal due date will not be extended solely on the basis of questions received. RFCs shall reference the solicitation and specification page and paragraph number and be submitted on a request for clarification form (Attachment J-3) provided with this solicitation. A request for clarification form (Attachment J-3) shall be submitted for each separate question.

**B. Proposal Submission Instructions:**

1. **Time of Submission:** Proposals are DUE NO LATER THAN 11:00 AM PT, 3 April 2023. Late proposals will not be considered. Late submissions shall be handled in accordance with FAR 52.215-1, INSTRUCTIONS TO OFFERS – COMPETITIVE ACQUISITION (JAN 2004) reference subparagraphs (c)(3)(ii)(A) and (1), and FAR 15.208. It is the Offeror's responsibility to ensure their proposal is received by the Contracting Officer on or before the specified closing date and time.
2. Electronic Delivery of Proposals: Delivery submissions shall only be accepted electronically. Offeror’s must submit electronic copy of their proposal in accordance with Table 1 below. Proposals shall be submitted via <https://piee.eb.mil>

Table 1- Required Submission Process

Transmission Process	Complete action by	Point of Contact
Email POC’s request clarifications or questions.	Questions and Clarifications must be submitted no later than 22 March 2023 at 11:00 AM Pacific Time (PT).	Include both POC’s in ALL Electronic communications.  Nathan DeGuzman <a href="mailto:nathaniel.deguzman@navy.mil">nathaniel.deguzman@navy.mil</a>  Brittany Chartier <a href="mailto:brittany.chartier@navy.mil">brittany.chartier@navy.mil</a>
POC will post responses.	No later than 28 March 2023 at 11:00 AM Pacific Time (PT).	
Upload Proposals	No later than 3 April 2023 at 11:00 AM Pacific Time (PT).	

3. For an Electronic copies of each volume shall be submitted through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) suite at <https://piee.eb.mil/>. Proposals submitted by mail or hand-carried will not be evaluated. Proposals sent through proprietary or third party File Transfer Protocol (FTP) sites or DoD SAFE will not be retrieved. It is the responsibility of the Offeror to confirm receipt of proposals. All proposals received after the exact time specified for receipt shall be treated as late submissions and will not be considered except under facts and circumstances allowed by the Federal Acquisition Regulation (FAR). For instructions on how to post an offer, please refer to the Posting Offer demo: [https://piectraining.eb.mil/wbt/sol/Posting\\_Offer.pdf](https://piectraining.eb.mil/wbt/sol/Posting_Offer.pdf).

It is the Offeror’s responsibility to obtain written confirmation of receipt of all electronic files of the full proposal by the Contracting office. In the event that the Solicitation Module is down, the alternate method for proposal submission is via email to: [nathaniel.deguzman@navy.mil](mailto:nathaniel.deguzman@navy.mil) and [brittany.chartier@navy.mil](mailto:brittany.chartier@navy.mil) ONLY. The Offeror must obtain prior approval from the Contracting Officer to use the alternate submission method. Offeror’s are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission.

For an electronic document to be considered as part of the proposal, it must be uploaded prior to the closing deadline. Electronic files not uploaded prior to the closing deadline will not be considered as part of the proposal. If any portion of the uploaded proposal is unreadable or contains corrupted files, re-submission of such portions shall be handled IAW FAR 15.207(c). IAW FAR 15.208(b)(1)(i), it is highly recommended that Offeror’s upload their proposal to <https://piee.eb.mil/> at least twenty-four (24) hours prior to the solicitation deadline as well as read and become familiar with the PIEE solicitation module located at [https://piectraining.eb.mil/wbt/sol/Posting\\_Offer.pdf](https://piectraining.eb.mil/wbt/sol/Posting_Offer.pdf)

Proposals submitted via to <https://picc.eb.mil/> tool may be downloaded by the Government for evaluation once the solicitation closes.

4. **Electronic File Format:** Proposals shall only be submitted in the following formats:

- .docx for Microsoft® Word files
- .xlsx for Microsoft® Excel files
- .pdf for Adobe® Acrobat™ files

Offerors shall not embed sound or video files into submittals. Graphics, tables, photographs, and other data beyond the capability of Microsoft® Word™, Microsoft® Excel™, or not in currently NMCI- supported applications may be submitted in Adobe Acrobat format. Any submission document that requires a “wet signatures” or other data input by hand shall be scanned and formatted in Adobe Acrobat (PDF).

All spreadsheets shall be in Microsoft Excel format such that each mathematical equation is obvious. No fields shall be password protected.

5. **Proposal Layout and Page Limitations:** Proposals shall be organized into the following layout. At a minimum, each section as outlined below shall constitute a separate file.

Table 2- Page Layout

Volume	Section	Title	E-file	Page Limitations
I Factor 1: Technical Capabilities	I	Technical Proposal, Sub-factor 1.1 Corporate Experience	1 file: Sections I, II & III	No Page Limitation
	II	Technical Proposal, Sub-factor 1.2 Certifications		No Page Limitation
	III	Technical Proposal, Sub-factor 1.3 Facilities		No Page Limitation
II Factor 2: Past Performance	I	Past Performance	1 file	No Page Limitation
III Factor 3: Price Offer	I	Cover Letter	1 file	4
	II	Completed Solicitation and Applicable Amendments	1 file	No Page Limitation
	III	Price Proposal Worksheet Attachment J-2	1 file (.xlsx)	Completed J-2 Attachment
	IV	Government Property Management Plan	1 file	No Page Limitation

- a. Text size shall be no smaller than what is equivalent to Microsoft Word, Times New Roman, 10 point, uncompressed font.

- b. Pages shall be single sided, one and one half inch spaced, with a minimum of one inch margins on all sides. Pages shall be dated and numbered sequentially by volume. A header should be present in each volume submission stating the volume number, title, solicitation identification, and the offeror's name.
  - c. Each volume shall contain a glossary of all abbreviations and acronyms used with an explanation for each.
  - d. Elaborate format and/or color representations are not desirable. Any pages that are changed (as the result of negotiations) should be of a different color and have changed information clearly marked by a vertical line in the right margin of the page and/or circling if changing data in a chart. The offeror shall indicate the new date on revised pages.
  - e. Legible tables, charts, graphs and figures shall be used when necessary to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. For tables, charts, graphs, and figures, the text shall be no smaller than 8 point, Times New Roman.
6. Ship Check Requirements:
- a. Badging Requirements for Ship Check:
    - i. Ship checks will be conducted from 09:00 A.M. – 11:59 A.M. PT on 15 March 2023 at Pier Charlie outside of the Controlled Industrial Area (CIA) of Puget Sound Naval Station in Bremerton, WA. Prospective offerors shall notify Christina Tobin [christina.tobin@navy.mil](mailto:christina.tobin@navy.mil), cell (360) 979-3825 by 11:59 A.M. on 8 March 2023 in order to reserve time and submit the names of employees and subcontractors who will attend. Pre-registration in Base Authorization and Visit Request (BAVR) is mandatory to meet security and access requirements prior to arrival at PSNS & IMF Bremerton.
    - ii. Offerors shall send an e-mail with their Company Name, CAGE Code, and Solicitation Number in the subject line to Christina Tobin. Pre-registration is mandatory to guarantee adequate time for security and access requirements prior to arrival. Pre-registration *after* 8 March 2023 could result in the offeror not being able to attend the ship check.
    - iii. Offerors shall follow instructions listed in Attachment J-7 to apply for a security badge in Base Authorization and Visit Request (BAVR). If you have any questions regarding these instructions, please contract Christina Tobin.
    - iv. Once your information is submitted into BAVR, the Government Point of Contact (POC), Christina Tobin will confirm receipt and provide any final security instructions required to attend Ship Check. Offerors are encouraged to provide cellular contact numbers for company officials attending to allow for last minute site location or instruction changes if necessary.
  - b. Ship Check Requirements and On-Site POC:
    - i. Contact Sean Carney [sean.r.carney@navy.mil](mailto:sean.r.carney@navy.mil) (360) 340-0659 by 11:59 A.M. on 8 March 2023 to confirm your attendance.

## ii. Personal Protective Equipment

Contractor personnel attending ship check shall wear:

Item	Performance Level	Reference
Life Jacket	Coast Guard Approved, Type I, II, III, or V	OSHA 29 CFR 1915.158(a)(1)
Protective Helmet	ANSI Z89.1-1986	OSHA 29 CFR 1910.135(a)(1)
Eye or Face Protection	ANSI Z87	OSHA 29 CFR 1915.133
Protective Footwear	ASTM F-2413-2005	OSHA 29 CFR 1915.136

1. Per OSHA 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment, Section 1915.158(a)(1), Contractor personnel attending ship-checks shall wear United States Coast Guard-approved Type I, II, III OR V Personal Floatation Devices (PFDs) i.e. life preservers, life jackets, or work vests while on floats, barges, and finger piers.

2. Per OSHA 29 CFR 1910 Occupational Safety and Health Standards – Head Protection, Section 1910.135(a)(1), Contractor personnel attending ship-checks shall wear a protective helmet meeting ANSI Z89.1-1986.

3. Per OSHA 29 CFR 1910 Occupational Safety and Health Standards – Personal Protective Equipment, Section 1915.133, Contractor personnel attending ship-checks shall wear eye and/or face protective devices that comply with ANSI Z87.

4. Per OSHA 29 CFR 1910 Occupational Safety and Health Standards – Personal Protective Equipment, Section 1915.136, Contractor personnel attending ship-checks shall wear protective footwear that comply with ASTM F-2413-2005, “Standard Specification for Performance Requirements for Protective Footwear”.

iii. The decision by any offeror to not attend the ship check will be construed to mean that the offeror fully understands all requirements of the solicitation. All prospective offerors are advised that at the conclusion of the ship check, unless this solicitation is amended in writing, it will remain unchanged. If an amendment is issued, normal procedures relating to the acknowledgement and receipt of any such amendment shall be applicable. In no event will failure to attend the ship check constitute grounds for a claim after award of the contract.

7. **Subcontract Information:** In requesting proposals from prospective subcontractors, offerors should provide all necessary information for the contemplated purchase. The Government will not advise prospective subcontractors as to the requirements of their transactions with offerors, nor will the Government respond to direct inquiries from prospective subcontractors concerning clarifications of specification or solicitation requirements. **ALL SUCH REQUESTS FOR CLARIFICATION MUST BE SUBMITTED TO THE GOVERNMENT THROUGH THE PRIME CONTRACTOR (OFFEROR).**

8. **Subcontract Information:** Offerors may request SOW reference file (Attachment J-6) access and/or picture file access electronically via an email request to [nathaniel.deguzman@navy.mil](mailto:nathaniel.deguzman@navy.mil) and [brittany.chartier@navy.mil](mailto:brittany.chartier@navy.mil).

**C. Detailed Proposal Content Requirements:**

1. **VOLUME I – FACTOR 1: Technical Capabilities**

- a. Organization: Volume I shall be organized conforming to the requirements of Table 2 above. Volume I shall be clearly labeled. At a minimum, each section as outlined below shall constitute a separate file. Volume I shall not include pricing information.

Table 3- Technical Submission Requirements

Submission Requirements
<p><b><u>Section I: Subfactor 1.1, Corporate Experience:</u></b>                  Offerors are required to provide Corporate Experience Data Sheets (Attachment J-5) on three (3) recently completed projects (not to exceed) five (5) years older than date of solicitation that demonstrate relevant work as outlined in subfactor 1.1 of Section M of the solicitation.</p> <p>Narratives provided on the data sheet must be clear, coherent, and prepared in sufficient detail for effective evaluation of the offeror’s proposal against sub-factor 1.1.</p> <p>Offeror’s shall include complete contract numbers, to include specific delivery/task order numbers as applicable, within the narrative provided on the data sheet to allow for the verification of claims. However, copies of contracts referenced are not required as part of the proposal.</p> <p>If referencing non-government corporate experience, offeror’s shall include an associated point of contact with the customer company which includes: name, company title, phone number, and email to allow for government verification.</p> <p>Offerors may submit corporate experience from identified subcontractors. Corporate experience submissions from a subcontractor must be accompanied by a signed letter of commitment from the identified subcontractor, indicating their commitment to work with the offeror on the project.</p>
<p><b><u>Section II: Subfactor 1.2, Certifications:</u></b>                  The offeror shall provide copies of current certifications for at least one paint inspector that meets at least one of the requirements outlined in evaluation subfactor 1.2. In order for a certificate to be considered current, the certificate must not expire prior to the first day of the period of performance as designated in Section F of the Solicitation.</p>

<p><b><u>Section III: Subfactor 1.3, Facility:</u></b>                  The offeror shall provide a narrative that describes how they meet the requirements of evaluation subfactor 1.3. Narratives provided must be clear, coherent, and prepared in sufficient detail for effective evaluation. Any supporting documentation included should clearly substantiate claims and be verifiable.</p>
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2. **VOLUME II- FACTOR 2: Past Performance**

- a. Organization: Volume II shall be organized conforming to the required proposal content. Volume II shall not include pricing information.

The Past Performance volume shall be organized in the following manner:

Contractor Performance Data Sheet (Attachment J-4)

Table 4- Past Performance Submission Requirements

Submission Requirements
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Offerors are required to provide Contract Performance Data Sheets (Attachment J-4) on one (1) of the offeror's recently completed projects (not to exceed) five years since completion) as a prime contractor that demonstrates relevant work in accordance with evaluation factor 2. Substituted Contract Performance Data Sheet (Attachment J-4) will not be evaluated. Offerors may submit performance data regarding current contract performance as long as a minimum of one year of performance has been completed as of the closing date of this RFP. Supporting documentation should clearly substantiate claims and be verifiable.

Offeror's shall include complete contract numbers, to include specific delivery/task order numbers as applicable, within the narrative to allow for the verification of claims. However, copies of contracts referenced are not required as part of the proposal.

If referencing non-government past performance, ensure that the Contract Performance Data Sheets list a current customer point of contact with name, company title, phone number, and email included for government verification.

Past performance information may be obtained from established systems such as the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases. Past performance information may also 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.

Offeror's are not required to submit any additional documentation in support of this evaluation criterion.

### 3. **VOLUME III – FACTOR 3: PRICE OFFER**

- a. **Organization:** Volume III shall be organized as outlined below. Volume III shall be clearly labeled. At a minimum, each section shall constitute a separate file.

#### **Section I**

Cover Letter

#### **Section II**

Completed solicitation and amendments

#### **Section III**

Completed price proposal worksheet, Attachments J-2

#### **Section IV**

Completed Government Property Management Plan, FAR clause 52.245-1(f)

1) Section I, Cover Letter: A cover letter that addresses 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 separate files included in the proposal package,
- CAGE and Data Universal Numbering System (DUNS) numbers for the prime contractor,
- Notice of any alterations to the solicitation or attachments/exhibits (except for completing appropriate "fill-in" blocks and certifications).
- Period for acceptance of offers. The offeror agrees to hold the prices in its offer for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

2) The completed SF 33 with blocks 12 through 18 completed, as well as all sections with applicable “fill-ins” filled in and shall acknowledge all amendments (block 14). Block 12 must match the 90 days specified in the provided cover letter. The representative who signs this form must be authorized to contractually bind the company providing the offer. Section B CLIN pricing must also be completed for CLIN 0001 and be equal to the total price of the price proposal worksheet. CLIN 0002 and CLIN 0003 are unpriced CLINs. The Offeror shall complete and provide all Representations, Certifications, and Other Statements included in section K of the solicitation. Submission of a signed offer to the Government constitutes agreement and acceptance of the terms and conditions of the solicitation.

3) Complete the price proposal worksheet, Attachment J-2 of the Solicitation. Labor rates, Fringe rate, Overhead rate, G&A rate, FCCOM, and Profit rate used to calculate for the overall price of the base contract award shall be the basis for pricing all modifications under this contract.

4) Government Property Management Plan: In accordance with FAR subpart 45.201, the offeror shall, contained within their response to this request for quote, submit a copy of their internal Government Property Management System Plan to be used in managing Government Property in accordance with FAR 52.245-1. **Failure to provide a Property Management Plan may result in disqualifying the Offeror from further consideration.** The Offeror’s submittal should demonstrate their internal controls (control, use, preserve, protect, repair, and maintain) to protect Government property in its possession. The Government will provide Government Property on a rent-free basis in performance of the contract.

The Offeror shall submit its Property Management System in place for the Government’s review to ensure it complies with FAR clause 52.245-1(f). Alternatively, the contractor may provide a confirmation letter of an approved Property Management System from Defense Contract Management Agency (DCMA) and/or any Federal Government agency within the 3 years from solicitation issuance date. The Government will evaluate the Property Management Plan (or confirmation letter) submitted to determine whether it is compliant with FAR 52.245-1. If the Offeror does not have a Property Management System in place, the Government will accept an Offeror’s plan that shows the intent to comply with FAR clause 52.245-1(f). The plan should include a timeline for implementing a formal Property Management System that will be used to manage Government Property in its possession.

The Contracting Officer shall make a determination regarding whether or not the submittal meets the ten (10) elements of FAR clause 52.245-1(f). If the Contracting Officer's determination is that the submittal does not meet the ten (10) elements of FAR clause 52.245-1(f), the Contracting Officer will notify the contractor at award that they have 45 days to submit a corrective action plan. The corrective action plan shall include a timeline for implementation.

- b. Notification/Exceptions: The proper completion and submission to the Government of the above items will constitute an offer. Unless this solicitation expressly authorizes alternate offers with respect to specific terms and conditions of this solicitation, any exception to any of the terms and conditions shall constitute a deficiency, which may make the offer unacceptable.
- c. Release of Pricing Information: All pricing information submitted is for the exclusive use of Government representatives, and will be treated as business confidential and will not be publicly disclosed, provided that, where a request for disclosure of such cost information is submitted to the Government pursuant to the Freedom of Information Act (FOIA) (5 U.S.C. 552a), the Government will not disclose the offeror’s pricing information if public disclosure of such information would substantially harm the offeror in its competitive position. In order to help ensure non-disclosure, the

title page of the cost proposal and other sheets of proposal data should be marked with a restrictive legend stating that the price information is proprietary.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7008	Only One Offer	DEC 2022
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	DEC 2022

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

##### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Chartier at [brittany.chartier@navy.mil](mailto:brittany.chartier@navy.mil).

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

(End of provision)

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

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

<https://www.acquisition.gov/browse/index/far>  
<https://www.acquisition.gov/dfars>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019)

(a) NAVSEA may use a contractor to manage official contract files hereinafter referred to as "the support contractor", including the official file supporting this procurement. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file management services are acquired will contain a requirement that

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the offeror may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed Protected Information, for the unauthorized duplication, release, or disclosure of such Protected Information.

(c) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT(S) OF INTEREST (NAVSEA) (APR 2022)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to \_\_\_\_\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (OCI) or similar requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.

(b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement, and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.

(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information

received from any source.

(d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

(End of provision)

#### L-215-H007 SUBMISSION OF QUESTIONS BY OFFERORS — ALTERNATE I (NAVSEA) (NOV 2021)

(a) Offerors may submit questions or request clarification of any aspect of this solicitation. It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW or PWS (as applicable) and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation number, document, page number, paragraph number or other identifier relating to the question. Questions without this information may not be answered. Acknowledgment of questions received will not be made.

(b) The deadline for receipt of questions is 22 March 2023 at 11:00 AM PST. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via email to the point of contact listed for this solicitation. Responses will be posted to the SAM web page at <https://www.SAM.gov>.

(End of provision)

Section M - Evaluation Factors for Award

**SECTION M**  
**EVALUATION FACTORS**

**1. GENERAL:**

The Government intends to award a single, firm-fixed-price contract to the responsible offeror (as defined in FAR Part 9.104) on the basis of the lowest evaluated price proposal meeting or exceeding the acceptability standards for the below listed factors and sub-factors in accordance with the lowest price technically acceptable (LPTA) source selection process outlined in FAR 15.101-2. The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. This section contains specific evaluation factors for award of a contract pursuant to this solicitation.

Offeror proposals shall be in the format prescribed by, and shall contain a response to, each of the submission requirements identified in Section L of this solicitation.

**2. BASIS FOR AWARD AND EVALUATION FACTORS**

In selecting the LPTA offer the following factors will be considered: (1) technical capabilities, (2) past performance, and (3) price. The Offeror must be determined to have acceptable technical and past performance; that is, selection of the contractor is to be based on the establishment of minimum requirements to be evaluated on an “acceptable” or “unacceptable” basis. Proposals are evaluated for acceptability, but not ranked using the non-price factors.

To be eligible for award, Offerors proposals must be found acceptable in each of the following factors/sub factors:

Factor	Sub factor	Description	Adjectival Rating
1		Technical Capabilities	Acceptable /Unacceptable
	1.1	Corporate Experience	Acceptable /Unacceptable
	1.2	Certifications	Acceptable /Unacceptable
	1.3	Facility	Acceptable /Unacceptable
2		Past Performance	Acceptable /Unacceptable

**A. Factor 1 - Technical Capability**

**Section I: Subfactor 1.1, Corporate Experience:**

The prospective offeror must demonstrate specific experience in providing, or obtaining through subcontracting, work of the complexity similar to or exceeding the scope identified in Section 1.2 of the statement of work (SOW) to a vessel of like dimensions or greater as identified in Section 1.1 of SOW, through a narrative of three (3) contracts within the last five (5) years.

Offerors shall provide sufficient explanation that the experience provided demonstrates that the offeror and/or their identified subcontractors (if applicable and in accordance with Section L) have the necessary management, technical personnel, and material resources available to successfully complete work of the complexity similar to or exceeding the scope identified in Section 1.2 of the SOW, to a vessel of like dimensions as identified in Section 1.1 of SOW.

**Section II: Subfactor 1.2, Certifications:**

The offeror must provide at least one current certificate that will not expire prior to period of performance start date as designated in Section F of the Solicitation identifying at least one person certified as a paint inspector in accordance with either NAVSEA Basic Paint Inspector (NBPI), NACE International Coatings Inspector or SSPC Protective Coating Inspector programs, as required for accomplishing the requirements of the statement of work.

**Section III: Subfactor 1.3, Facility:**

The offeror must demonstrate that the facility to be used has adequate lifting and operational capacity to safely dock the vessel in accordance with vessel characteristics indicated in Section 1.1 of the SOW. An on-site survey conducted by the Government Docking Observer (GDO) may be required to validate the facility’s capability.

To facilitate proper government oversight, the facility shall be located in the Puget Sound, WA region. For this procurement, the Puget Sound, WA region is defined as the west coast of the continental US, starting from Olympia, WA and extending northward to Bellingham, WA.

Once all sub-factors are evaluated, the government shall rate the offeror’s proposal for factor 1 using Table M-1 below:

Table M-1 \_Technical Acceptable/Unacceptable Rating Method

<b>Adjectival Rating</b>	<b>Description</b>
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

Past performance will be evaluated in accordance with FAR 15.305, however a comparative assessment as described in FAR 15.305(a)(2)(i) will not be conducted IAW FAR 15.101-2(b)(1). The past performance evaluation is an assessment of the offeror’s probability of meeting the minimum solicitation requirements based on an assessment of the recency, relevancy, and satisfactory performance of the offeror’s past performance. The acceptability of the offeror’s past performance will be evaluated on an “acceptable” or “unacceptable” basis as follows:

**Subfactor 2: Past Performance**

Evidence of successful past performance on one (1) project within the last five (5) years that demonstrates performance relevant to providing work on projects similar in scope to section 1.2 of the statement of work (SOW).

Assessment of past performance will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services.

Past performance information obtained from established systems such as the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases. Past performance information may also 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.

Once all past performance criteria are evaluated, the Government shall rate the offeror’s proposal for factor 2 using Table M-2 below:

**NOTE:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or “neutral”) past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered “acceptable.”

Table M-2\_Past Performance Acceptable/Unacceptable Rating Method

<b>Adjectival Rating</b>	<b>Description</b>
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.

**B. Factor 3 - Price/Cost Reasonableness**

The Government will not evaluate price adjectivally. The Government will analyze the proposed price provided in Section B and attachments J-2 of volume III in accordance with FAR 15.404 using proposal analysis techniques to determine fair and reasonable pricing. The Government may use one or a combination of price analysis techniques and procedures to ensure a fair and reasonable price is received.

Award will be made on the basis of the lowest priced proposal that meets the acceptability standards for all non-price factors and sub-factors, in accordance with FAR 15.101-2. The offeror’s total proposed price of contract line item number (CLIN) 0001 found in Section B shall match the sum of all paragraph line items within the Price Breakdown Spreadsheet (respective to individual tabs) found in Attachment J-2. CLIN 0002 and CLIN 0003 are informational only and shall not be priced.

If the Government determines an offeror’s estimates to be inexplicably low or otherwise not fair and reasonable, that offeror may be eliminated from the competition without further discussion.

Completion of Section B and the attachment J-2 is REQUIRED to be submitted with your proposal. Failure to submit a price for any line item(s) in the J-2 attachment may result in the offer being rejected as unacceptable.

Labor Rate/Man hour, G&A Rate, Fringe Rate, FCCOM Rate, Overhead Rate, and Profit Rate (Row 7 on Attachment J-2 Price Proposal Worksheets) used to calculate for the overall price of the base contract award shall be the basis for pricing all modifications under this contract.