

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 81	
2. CONTRACT NO.		3. SOLICITATION NO. N4523A22R0564		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 22 Sep 2022		6. REQUISITION/PURCHASE NO.
7. ISSUED BY PUGET SOUND NAVAL SHIPYARD CODE 400 2000 WEST MARINE VIEW DR CODE 423 EVERETT WA 98207-2400			CODE N4523A	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: FAX:			<b>See Item 7</b>		TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>1</u> 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 <u>See Section L</u> until <u>12:00 PM</u> local time <u>17 Nov 2022</u> (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 SOPHIA STRADER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 425-304-5562		C. E-MAIL ADDRESS	
<b>11. TABLE OF CONTENTS</b>							
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

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

## Section B - Supplies or Services and Prices

**USS KIDD (DDG 100) 3A2**  
**Continuous Maintenance Availability (CMAV)**

	Start Of Avail	End Of Avail
Production	06 February 2023	03 March 2023

<b>Work Spec</b>	<b>Title</b>
000-00-001	Administrative Purpose; accomplish
123-10-001	Tank and Void Cleaning and Pumping; accomplish
150-11-001	02 Level Deck; repair
168-80-001	ShipAlt DDG51-77228D, CRES Individually Dogged Watertight Door Replacement; accomplish
245-11-001	Controllable Pitch Propeller (CPP) Attached Hydraulic Pump Drive Coupling; replace
251-31-001	Number One Gas Turbine Module (GTM) Clean Air Intake; repair
256-10-001	Seawater Service Piping; repair
521-11-001	Large Pulper Firemain Piping System; repair
521-11-002	Firemain Piping System; repair
551-11-001	Number One Low Pressure Air Compressor (LPAC) Air End; replace
551-64-001	Anti-Icing Expansion Joint Assembly; replace
593-11-001	Vacuum, Collection, Holding and Transfer (VCHT) System Piping; repair
624-12-001	Sliding Metal Joiner Door; install
634-11-001	01 Level Non-Critical Nonskid; replace
644-11-001	Crew Washroom, Water Closet, and Shower; repair
991-12-002	Staging for Ship's Force Use; provide
992-10-001	Wharf and Pier Laydown Area; utilize and manage
992-11-001	Temporary Service; provide
998-31-001	Environmental Protection and Hazardous Waste Management Program; provide

998-41-001	Hazardous Waste Produced on Naval Vessel; control
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This contract will incorporate the following CDRLs/DIDs:

<b>CDRLs/DIDs</b>	<b>Title</b>
A002	CONDITION FOUND REPORT (CFR)
A003	REQUEST FOR CONTRACT CHANGE (RCC) REPORT
A005	PURCHASE ORDER (PO)
A006	QUALITY ASSURANCE PROGRAM PLAN
A007	QUALITY ASSURANCE PROGRAM PLAN
A008	QUALITY ASSURANCE PROGRAM PLAN
A009	TECHNICAL REPORT-STUDY/SERVICES
A011	STATUS OF GONVERNMENT FURNISHED EQUIPMENT (GFE) REPORT
A014	WEIGHT AND STABILITY REPORTS FOR IN-SERVICE SURFACE SHIPS
B001	LOGISTICS MANAGEMENT INFORMATION
B002	LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARIES
B003	LOGISTICS MANAGEMENT INFORMATION
B004	LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCT(S)
B005	LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARIES
B006	LOGISTICS MANAGEMENT INFORMATION (LMI)
B007	SUPPLEMENTARY PROVISIONING TECHNICAL DOCUMENTATION
B008	LOGISTICS PRODUCT DATA
B009	LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARY
C001	COMMERCIAL OFF THE SHELF (COTS) EQUIPMENT MANUAL SUPPORT
C002	TECH MANUAL CONTRACT REQUIREMENTS (TMCR) HULL, MECH & ELEC EQUIPMENT TECH MAN REQ

DID DI- MGMT- 82061	WORK COMPLETION CERTIFICATION CERTIFICATE
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#### FIXED SHIP REPAIR LABOR AND MATERIAL BURDEN RATES (CEILING RATES)

1. The Contractor's fully burdened ship repair labor rate will be used for negotiating Firm Fixed Price (FFP) base work, growth, and new work to be performed under this contract. The fully burdened ship repair labor rate shall be the ceiling rate of the contract. The contractor agrees that the number of man hours included in its price proposal for contract modifications shall include only direct production man hours. For these purposes, direct production man-hours are for labor expended in direct production including but not limited to the following functions:

Abrasive cleaning/blasting  
 Fire Watch  
 Welding Machinists (inside and outside)  
 Burning  
 Brazing  
 Carpentry  
 Electrical Work  
 Electronic Work  
 Engineering  
 Design Support  
 Lagging  
 Ship-fitting  
 Boiler-making  
 Painting  
 Sheet-metal Work  
 Pipefitting  
 Rigging  
 General Labor  
 Staging/Scaffolding  
 Diesel Mechanics

2. The fully burdened ship repair labor rate proposed by the contractor shall include those support functions (whether charged directly or indirectly by the Offeror's accounting systems) which are herein defined as support for production functions. Support functions shall be considered to be included in the Offeror's fully burdened ship repair labor rate for direct production man hours. Labor hours for the below support functions shall not be separately proposed in any circumstance, including in support of subcontractors. Examples of support functions include but are not limited to:

Testing  
 Quality Assurance  
 Execution Planning  
 Cleaning (except tank cleaning)  
 Supervision  
 Security  
 Surveying  
 Administration  
 Transportation  
 Purchasing Staff

Lofting  
 Other indirect support  
 Material handling & Warehousing  
 Safety/Environmental

3. The fully burdened ship repair labor rate is a fixed hourly rate that includes all wages (e.g. Straight time, overtime, shift differential, holiday time, standby time, etc.) overhead, general, and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit. The fully burdened ship repair labor rate represents the ceiling for the blended rate to be performed by the Offeror, including labor transferred between divisions, subsidiaries, or affiliates of the Offeror under a common control.

4. Consumable materials are goods used in the ordinary course of work performance such as office supplies, paper, rags, vehicle or equipment fuel costs, cleaning chemicals, disposable tools, welding rods, paint buckets, paint brushes, protective clothing, etc. that are consumed/used in the process of repair and do not become an integral part of the repaired vessel. Consumable material shall be included in the contractor's ship repair labor rate and not separately priced.

5. Physical materials are goods that become an integral part of the repaired vessel in the course of the repair, such as equipment, replacement steel, pipes, paint, and fasteners. The material mark-up rates apply to physical materials but not to consumable materials. The mark-up will be applied to the actual cost of the physical material. Actual cost does not include handling charges, general and administrative cost, overhead, profit, or any other indirect cost.

6. For changes to the contract involving subcontractors, subcontractor quotes will be treated as Other Direct Costs (ODCs) and will be subject to the material markup rate. Subcontractor quotes must be competitively acquired and submitted with the Change Order Price Analysis (COPA) submitted by the contractor in response to a Request for Contract Change (RCC) issued by the Contracting Officer (see Section C-3.4 Paragraph 2). At no time will the proposed total to be performed by the prime contractor combined with subcontractor quote, material quote, and applicable markup be allowed to cost more than it would had the prime contractor directly provided all material and labor. This does not apply to the procurement of work performed by Original Equipment Manufacturers (OEMs), Government directed subcontractors, Government authorized vendors, or any other work at the sole discretion of the Administrative Contracting Officer. RCC's that are for material only (no associated labor required within the RCC) shall not be subcontracted.

7. The following burden rates are hereby established for the USS KIDD (DDG-100) 3A2 CMAV:

USS KIDD 3A2 Rate Schedule:

<b>Burden Rates</b>	
Fully Burdened Ship Repair Labor Rate	
Material Burden Rate	

#### SCHEDULE OF PRICES / RATES FOR THE PURPOSES OF A GOVERNMENT REQUIRED EXTENSION DAILY RATES FOR PIERSIDE (FULLY BURDENED)

1. In the event of a Government required extension, the Contractor's fully burdened daily rates for pier side will be used for negotiating additional pier side performance days under this contract.

2. The Contractor agrees that the daily rates shall include all costs that run with time associated with additional performance days in accordance with the work package specification requirements of this availability. The daily rates shall include all costs associated with additional performance days (whether charged directly or indirectly by the Offeror's accounting systems) including but not limited to:
- Temporary Services
  - Internet Connectivity
  - Air Conditioning
  - Support Services for the Navy, its agents and contractors
  - Facilities, including but not limited to:
    - Piers
    - Office spaces
    - Trailers
    - Parking
    - Flammable Liquid Storage and Hazardous Material Storage
    - Material Warehousing and Lay-down space
  - Project Management and other labor costs that run with time including but not limited to:
    - Program Management
    - Supervision
    - Integration & Scheduling
    - Cleaning (except tank cleaning)
    - Quality Assurance
    - Execution Planning
    - Security
    - Administration
    - Contracts
    - Purchasing
    - Other indirect support
    - Safety/Environmental
  - Transportation
3. The fully burdened daily rates are fixed daily rates that include all wages, overhead, all other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit.
4. The contract's fixed fully burdened daily rates for pier side are shown below. These rates are to be used during the availability's extension period, up to 24 months after the availability completion date. These fixed rates shall be used for additional pier side days:

USS KIDD 3A2 CMAV	Additional Day requiring Availability Extension	Additional Day does not require Availability Extension
Additional Pier side Day		

ITEM NO CLIN Number 0001	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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USS KIDD 3A2 Work Items  
FFP  
PREPARE FOR AND ACCOMPLISH REPAIR AND MODERNIZATION  
ONBOARD USS KIDD (DDG 100) DURING FY23 CONTINUOUS  
MAINTENANCE AVAILABILITY (CMAV). (See J-14 for Work Item list).  
The Contractor shall prepare for and accomplish repair and modernization during  
the CMAV onboard USS KIDD (DDG 100) as specified in the statement of work  
provided herein and in accordance with standard items, work item specification  
package drawings, test procedures, and other detailed data as included in the  
attachments J-1 and J-2.  
FOB: Destination  
PSC CD: J999

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NET AMT

ITEM NO CLIN Number 0002	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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CDRLS/DIDS USS KIDD 3A2 FFP  
FFP

Contract Data List Requirements (CDRLs) (Not Separately Priced). The data to be furnished hereunder shall be prepared and submitted in accordance with the CDRLs DD Form 1423 (see Exhibit A, Exhibit B, and Exhibit C).

PSC CD: J999

FOB: Destination

PSC CD: J999

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NET AMT



## Section C - Descriptions and Specifications

**DESCRIPTION:** The Contractor shall prepare for and accomplish maintenance, modernization and repair in accordance with (IAW) the Work Item (WI) Specification Package in Attachment J-1 and any, Plans, Drawings and Other References included in or referenced in SECTION J, Attachment J-2.

The following terms and conditions will apply to this contract.

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 1. GENERAL REQUIREMENTS - This contract's period of performance is defined as follows; start of contract period of performance is the effective date of the contract award; and end of contract period of performance as identified in attachment J-3 Key Events and Milestones, as well as the period of performance identified with this contract.

- 1.1 The Contractor under the direction of the Northwest Regional Maintenance Center (NWRMC) and as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities (except those furnished by the Government under express provisions of this contract) and provide the management, technical, procurement, production, testing, and quality assurance necessary to prepare for and accomplish the repair and alteration of the FY23 USS KIDD (DDG 100) 3A2 CMAV in accordance with the requirements stated in this Section, the Work Item Specifications (Attachment J-1) and Work Item Plans, Drawings, and Other References (Attachment J-2), the Key Events and Milestone Listing (Attachment J-3), and all other terms and conditions set forth in this contract.
- 1.2 The Contractor shall act as the Lead Maintenance Activity and be responsible for all requirements as defined by the Joint Fleet Maintenance Manual (JFMM). For the purpose of this contract, Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS&IMF) Code 101.3 will be the Naval Supervising Authority (NSA) and Regional Maintenance Center (RMC). The Contractor shall provide overall management to accomplish both the contracted work and integrate additional government efforts. The Contractor shall lead or participate in periodic meetings, as required, to facilitate status reporting related to FY23 USS KIDD (DDG 100) 3A2 CMAV. Meetings will be conducted at a time mutually agreed to by primary participants. These meetings include, but are not limited to, the following:
  - a. Post Award Conference
  - b. Integrated Project Team Development (IPTD) Post-Award Event
  - c. Contract Reading
  - d. Arrival Conference (Participate)
  - e. IPTD Work Project Execution Review (WPER) (Participate)
    - The IPTD WPER will take place at the RMC located at the vessel's homeport at A-60. If WPER cannot be conducted at A-60 due to late Award, the Naval Supervisory Authority (NSA) Project Manager (PM) and Lead Maintenance Activity (LMA) will need to determine a reasonable time prior to avail start to conduct the event.
    - The Integrated Production Schedule (IPS) shall be developed and maintained and shall include all work project work including but not limited to: Lead Maintenance Activity or Prime Contractor (LMA), subcontractor, Alteration Installation Team (AIT), Ship's Force and Intermediate or I-Level work
  - f. Schedule Model Review (SMR)
    - The Schedule Model Review will take place at the LMAs designated location per the J-Attachment requirement. The SMR will begin at A-59, or on first business day following the IPTD WPER. If SMR cannot be conducted at A-59 due to late Award,

then NSA PM and LMA will need to determine a reasonable time prior to avail start to conduct the event.

- g. Project Management Reviews such as the 25%, 50%, 75%, and other meetings required to manage the overall availability to completion.
- h. Daily Production meetings
- i. Weekly Progress meeting (Participate and provide Progress Spreadsheet as detailed in Paragraph 1.7 below)
- j. Weekly Commanding Officer briefs (Participate)
- k. IPTD Completion Event (formerly known as “IPTD C+21 Post-Completion Meeting”).

- 1.3 Category I NSIs identified under Attachment J-1 are applicable to all items without further reference. Category II NSIs are applicable when invoked and/or referenced in individual work items specified in Attachment J-1. NSIs may be found at:

<http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC/NSI.aspx>

Contractor is obligated to submit all required reporting in accordance with applicable NSIs (See Contract Data Requirements List, DD 1423, Exhibit (A003). Category I NAVSEA FY23, Ch. 3, Standard Items identified under Attachment J-1 are applicable to all items without further reference. Category II NAVSEA FY23, Ch. 3, Standard Items are applicable when invoked and/or referenced in individual work items specified in Attachment J-1. J Attachments provided as part of the proposal will be contractually binding. The Contractor is required to incorporate and act upon all J Attachments not listed as exceptions in the previous sentence.

- 1.4 In addition to the Work Item Specifications and Work Item Plans, Drawings, and Other References and applicable NSIs, additional work item references not already in the possession of the Offerors, commercially available, listed under 52.211-2, are available through the following websites:

- a) <https://jedmics.net/>
- b) <https://mfom.sscno.nmci.navy.mil/MFOM/DoDStatment.aspx>
- c) <https://nsedr.nnsy.navy.mil/>

## 1.5 GOVERNMENT FURNISHED MATERIAL (GFM)

- 1.5.1 The Contractor shall accomplish planning and scheduling to ensure a rational, integrated and timely plan for receipt, storage and installation of Government Furnished Material (GFM) as identified in work item specifications, and for accomplishment of production work. The Contractor's GFM plan must be approved NLT Award +10 days. No Government provided storage on Naval Station Everett will be available.
- 1.5.2 Government Furnished Material (GFM) cited in the contract Request for Proposals (RFPs) will be delivered or made available to be picked up as identified in each contract, unless other location(s) is/are specified in the contract. The successful offeror is to contact the Property Administrator to coordinate obtaining GFM.

- 1.5.3 Government property permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and be delivered as directed by the Property Administrator.
  - 1.5.4 GFM will be listed in paragraph 5 of the Work Item(s) in attachment J-1 and can also be found in the Government Furnished Property (GFP) attachment J-5 N4523A22R0564-1.
- 1.6 The Contractor shall provide an integrated milestone plan for the availability. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alterations required to complete the FY23 USS KIDD (DDG 100) 3A2 CMAV within the availability dates herein.
- 1.7 INTEGRATED PRODUCTION SCHEDULE DEVELOPMENT, UPDATE, AND REVIEWS
- 1.7.1 In support of NAVSEA Standard Item requirements CDRL requirements and to confirm the contractor has all available input for development of the Integrated Production Schedule, including the development of the Integrated Work Package, Production Schedule, Integration of O, I and D level Work, Integration of AIT and Ship Alteration (SHIPALT) requirements and any other contractor assigned or Third Party work scheduled for accomplishment concurrent with the Chief of Naval Operations (CNO) availability, the contractor shall, with the Regional Maintenance Center (RMC), conduct the Work Package Execution Review (WPER) and Schedule Model Review (SMR). The WPER will take place at the RMC located at the vessel's homeport. The RMC will schedule the WPER per the Joint Fleet Maintenance Manual (JFMM) Milestones at A-10 days. This review shall be accomplished following the JFMM, Volume II, Integrated Fleet Maintenance requirements including the Critical Time Period, First 100 Hour Plan. Final 100 Hour plan and identify any schedule or scope impact. See Appendix E of the JFMM II-I-2E-1. The JFMM can be found at <https://www.navsea.navy.mil/Home/SUBMEPP/Products/JFMM/>
  - 1.7.2 The Contractor is required to develop and manage an IPS based on the Key Events and Milestones (Attachment J- 3). The production schedule shall comply with the requirements of NAVSEA Standard Item 009-111. The Contractor must comply with all Key Events provided in Attachment J-3. During schedule development prior to start of production, the Contractor has some flexibility (within 7 calendar days of target milestone) to manage internal milestones to meet the Key Events. The Contractor has no flexibility with Key Events. If circumstances arise where the Contractor is unable to meet any Milestone during the schedule development phase, the Contractor shall notify the Government by providing the rationale of the specific circumstances and the recommendation(s) to meet the overall period of performance in writing.
    - 1.7.2.1 The definition of each Key Event is in accordance with JFMM Volume II, Part 1, Chapter 3, Paragraphs 3.6.8.1.2 and 3.6.8.1.3.
    - 1.7.2.2 A certification letter for each Key Event is required by the Contractor in addition to the submission of the Work Item Attachment A's in accordance with NSI 009-04.
      - 1.7.2.2.1 Work shall be sequenced in such a way that all work tied to each key event will be completed and Attachment A's submitted no later than five (5) calendar days prior to each scheduled Key Event.

- 1.7.3 The Contractor shall formally present its Integrated Production Schedule to the Navy Supervisory Authority (NSA) at the WPER, Start of the Availability, conference, 50% complete conference, and production completion meetings. The Integrated Production Schedule shall include Alteration Installation Teams (AIT), Government-Contracted Third Party Maintenance Providers, Ship's Force, Commercial Industrial Services (CIS), and Fleet Maintenance Activity (FMA) work to the maximum extent this information is available. At each meeting, the contractor shall present and explain, at minimum, the following information:
  - 1.7.3.1 The Contractor's latest, Government approved, Integrated Production Schedule created in full compliance with Standard Item 009-111.
  - 1.7.3.2 The Contractor's current progress in preparing for and/or executing the Availability in accordance with their Integrated Production Schedule. The Contractor shall provide an explanation and mitigation plan for any preparation or execution delays in comparison to their Integrated Production Schedule.
    - 1.7.3.2.1 The Contractor's plan shall describe opportunities for schedule acceleration, associated costs, and potential risks and mitigations to remaining schedule attainment.
    - 1.7.3.2.2 Value Engineering: The Contractor is encouraged to develop value engineering change proposals (VECP's) on a voluntary basis in accordance with 52.248-1 Value Engineering. Any VECP should be submitted to the administrative contracting officer prior to the start of the Availability. The VECPs submitted should result in cost savings and/or schedule reductions. Any VECPs submitted must maintain the intent and desired end state condition of the to-be-modified work items.
- 1.8 The Contractor shall report and recommend corrective action during contract performance for those deficiencies discovered which are not covered by the work specifications. As found conditions, needed repairs and corrective action reports will be submitted to the Government in the form of a Condition Found Report (CFR). The Contractor's conditions found reporting shall be in accordance with that set forth in NAVSEA Standard Item 009-01.
- 1.9 PROGRESS SPREADSHEET – At the Weekly Progress briefing the prime Contractor will be responsible for providing a Progress Spreadsheet that identifies the percentages complete by Work Item or RCC. These percentages complete will need to be discussed and agreed-upon between the Contractor and the Project Management Team prior to including them in the related Progress Billing with the related billed costs summarized by Sub Contract Line Item Number / Accounting Classification Reference Number (SLIN / ACRN).
- 1.10 IDENTIFICATION OF CONDITION FOUND - In accordance with the requirements of NAVSEA Standard Item 009-01, the contractor shall identify needed repairs and recommend corrective action during contract performance for work/deficiencies discovered which are not covered by the existing work package. For conditions to impact the critical path(s) /controlling item(s), the contractor shall notify the government via electronic media within 24-hours of discovery. This initial notification need not include all content required for a Condition Found Report (CFR), but must include a description of the condition/deficiency and an estimated timeframe for the offeror's professional recommendation for resolution, which shall not exceed four (4) working days as specified below. Recommended repairs and

corrective actions shall be submitted to the Government in the form of a CFR (intended to represent the "Work Request" described in DFARS 252.217-7028 "Over and Above Work") per CDRL A002.

**1.10.1 CONDITION FOUND NOTIFICATION TO GOVERNMENT**

CFRs shall be submitted through the Navy Maintenance Database Re-platform (NMDR) within four (4) working days of discovery of the condition. At a minimum, the CFR will include the following:

- (1) Identify contract, ship, and hull number
- (2) Serialized by CFR number
- (3) Identification of the applicable Work Item number
- (4) Date requirement was discovered
- (5) Description of the work requirement
- (6) Specific location of the work
- (7) Recommendation for corrective action
- (8) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability). Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.
- (9) Identification of related changes, if any, to the internal milestones and production and contract completion dates.

**1.11 GOVERNMENT REVIEW AND RESPONSE TO CFR**

The Maintenance Team will review the CFR. If the CFR is inadequate or incomplete, it will be rejected with time continuing to accrue (relative to four (4) working day requirement). As appropriate, the Government and contractor will need to meet, conduct ship checks and/or discuss the recommendation for corrective action further to determine the full scope of work required prior to final approval of the CFR. The contractor's accuracy reflected in the CFRs submitted may be evaluated in CPARS and utilized for past performance ratings on future requirements.

**1.12 The prime Contractor will be responsible for the overall IPS and integrated testing in accordance with Government Engineering directives and instructions during the availability for all work. This includes, but is not limited to, any Alteration Installation Team (AIT), Fleet Maintenance Activity and Ship's Force work in accordance with NAVSEA Standard Item 009-111.**

**1.13 QUALITY ASSURANCE PROGRAM**

- 1.13.1** The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in Standard Item 009-04. In addition to its rights under clause 252.217-7005 "Inspection and Manner of Doing Work", the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material.

**1.14 DATA REQUIRED FOR REQUEST FOR CONTRACT CHANGE (RCC)**

When growth or new work is validated and fully scoped, the Government may generate a Request for Contract Change (RCC) which the Administrative Contracting Officer (ACO) may request a firm fixed price proposal from the contractor. The contractor shall provide all Change Order Price Analysis (COPA) proposals to the ACO in response to RCCs within three (3) calendar days. A contractor's COPA shall remain valid for a minimum of 30 calendar days, unless otherwise specified on an individual RCC by the ACO; if another timeline is specified by the Government on an individual RCC, the contractor's COPA shall remain valid for that amount of time. A COPA addressing a change to the FFP contract shall include at a minimum:

- |  |          |
|--|----------|
| a. Labor hours to be performed by the Prime Contractor | \$ _____ |
| b. Subcontractor Quote (If applicable)*                | \$ _____ |
| c. Material Quote (If applicable) **                   | \$ _____ |
| d. Mark-up (If applicable)                             | \$ _____ |

\*Subcontractor quotes shall include labor hours, labor rate, material (part number, description, unit cost, quantity, total cost, and vendor quotes for each line item), and tiered subcontractor quotes (if applicable). In accordance with FAR 15.404-3(b) the Prime is required to perform analysis sufficient to develop a determination of reasonableness. If competition is the basis for the determination include responsive bids in the proposal package; and the package should include a statement that summarizes the affirmative determination of reasonableness.

\*\* Material quote shall include the part number, description, unit cost, quantities, total cost, and vendor quotes for each line item

Note 1: Labor hours for both prime and subcontract shall be provided broken down by trade and labor mix.

Note 2: The required documentation must accompany the COPA for the COPA to be considered submitted to the ACO.

If circumstances arise where the contractor is unable to submit a COPA within three (3) calendar days, the contractor shall notify the ACO in writing of the specific circumstances and provide a revised date in which a COPA proposal will be submitted. Additional time needed to complete a COPA may be granted solely at the discretion of the ACO. The new timeframe granted solely at the discretion of the ACO (which may differ from the contractor's request), shall be met by the contractor.

#### 1.15 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

- 1.15.1 No order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any

increase in charges incurred as a result thereof. The only exception to this is if the contractor is ordered to stop for a safety reason.

#### 1.16 NAVY MAINTENANCE DATABASE (NMD):

- 1.16.1 The Contractor shall use NMD for the submission of Condition Found Reports throughout the administration of this contract. In addition to the submission of reports, the contractor shall also utilize NMD to enter in data fields for check points (scheduling, inspection data, and inspection results), entering test and inspection plan (TIP) data, entering and adjudicating Corrective Action Requests (CAR) information, and CFR and Required Report submittal and management inside the program. NMD is located at

<https://mfom.sscno.nmci.navy.mil/MFOM/DodStatement.aspx>.

#### 1.17 ORGANIZATION CHART AND EMPLOYEE ROSTER:

- 1.17.1 ORGANIZATION CHART: Within 10 days of contract award, submit a chart detailing each management, technical, and engineering and production position from the highest company level to the lowest supervisory level. Include descriptions of each position describing the duties, responsibilities, authority and names of the individuals filling the positions. The organizational chart must represent the facility that will perform the work.
- 1.17.2 EMPLOYEE ROSTER: After receipt of award and prior to starting work aboard the vessel, the Contractor must submit a list of employees who will work aboard ship to the Commanding Officer of the ship via the NSA/Naval Station Security Office. The list should be on company letterhead, include each employee's name and security clearance when required, and bear the signature of a company official. Submit updated reports as required when the information provided is no longer valid. The Contractor should plan to submit their information to the NSA Security Office following the new Defense Biometric Identification System (DBIS) requirements in order to ensure access to NAVSTA Everett.

- 1.18 The Contractor is required to comply with the following documents, as well as applicable current instructions, general specifications, type plans, naval ship technical manuals and directives from the Naval Sea Systems Command, which shall be used in the technical requirements of work under the contract.

SPECIFICATIONS/ STANDARDS / TECHNICAL REQUIREMENTS	
NAVSEA S9AA0-AB-GOS-010/GSO	General Specification for Overhaul of Surface Ships
NAVSEA S9AA0-AB-GOS-030	General Specification for Overhaul of Surface Ships (GSO) AEGIS Supplement
ASME-Y14.100M ASME-Y14.24 ASME-Y14.34M ASME-Y14.35M	Engineering Drawing Practices Types and Applications of Engineering Drawings (Chapter 200 of MIL-STD-100) Associated Lists (Chapter 700 of MIL-STD-100) Revision Of Engineering Drawings and Associated Lists (Chapter 600 of MIL-STD-100)
MIL-DTL-31000B	Technical Data Packages, General Specification For
EIA 649 dated 2/1/1999	National Consensus Standard For Configuration Management

MIL-HDBK-61A	Configuration Management Guidance
MIL-PRF-49506	Performance Specification Logistics Management Information
MIL-PRF-5480H	Performance Specification Data, Engineering and Technical: Reproduction
MIL-STD-38784A	Standard Practice For Manuals, Technical: General Style and Format Requirements
MIL-STD-2042	Fiber Optic Cable Topology Installation Standard Methods For Naval Ships
<b>NAVAL INSTRUCTIONS</b>	
SL720-AA-MAN-030	Surface Ships and Carriers Entitled Process for Modernization (SSCEPM) Management and Operations Manual Revision 2
NAVSEAINST 4790.1A	Expanded Ship Work Breakdown Structure (ESWBS) for Ships, Ship Systems and Combat Systems
S9040-AC-IDX-010	Ships 3-M Reference Information CD (This CD contains the ESWBS information-- Expanded Ship Work Breakdown 5D VOL. 1 Structure for Ships, Ships Systems and Combat Systems VOL. 2 Users Guide for the Expanded Ship)
S0400-AD-URM-010/TUM	Tag Out User's Manual

1.19 (Vessel Stability Pier-side) The Contractor shall compile an actual Weight and Moment Report and/or stability study, through liaison with the Government Designated Planning Activity in accordance with General Specification for Overhaul of Surface Ships (S9AA0-AB-GOS-010), and the Surface Ship and Carrier Entitled Process for Modernization (SSCEPM) Management and Operations Manual (SL720-AA-MAN-030) in accordance with Ship's Stability Process Control Procedure NAVSEA Standard Item 009-100 and Weight and Moment Provide NAVSEA Standard Item 009-103. During the ship's availability, the Contractor shall maintain ship's stability and shall report in accordance with the above requirements.

1.20 Unless otherwise specified, all days in the contract are determined to be Calendar Days.

1.21 For the purpose of this contract, the definition of Supplemental work should be considered as Growth work and emergent work should be considered as new work as defined in the Joint Fleet Maintenance Manual (JFMM).

1.22 The calculation of physical progress will include production status and the associated Objective Quality Evidence to support validation of work to date.

1.22.1 Work will not be considered complete (100% physical progress) until the final 009-04 Attachment A has been submitted and accepted by the Government.

## 2.0 LOCATION:

2.1 Work specifications have been written to accomplish the work at NAVSTA Everett, Everett, WA. Government facilities and services are available for this pier side requirement as listed below:

- Pier Laydown utilization and management IAW 922-10-001.
- Low Pressure AIR in the maximum amount of 1,500 cubic feet/minute @ 110psi.
- Power for Contractor equipment up to 4,000 amps via Viking Plugs (10 plugs).
- Potable Water provided at 70 psi.

Note, if Potable water is used for the temporary fire main system required in any Work Item of Attachment J-1, the Contractor must provide additional equipment to meet the pressure and flow requirements of the work specification.



- Pier Alpha and Bravo Load limits for crane requirements are provided in Attachment J-13, NSE Pier Load Limit Summary.
  - Workforce parking is available in NAVSTA Everett Parking Lot A on a first come first serve basis.
- 2.2 The Offeror is responsible to provide, if required, any additional services to meet the requirement of the contract.

### 3.0 SCHEDULE:

- 3.1 FY23 USS KIDD (DDG 100) 3A2 availability start date is 06 February 2023 (See attachment J-3). FY23 USS KIDD (DDG 100) 3A2 **must be delivered, mission-ready, no later than End of Availability (EOA), 03 March 2023**. The Period of Performance for the Contractor is inclusive of production work and government testing. Mission ready is defined as all Contractor work and scheduled government testing complete.
- 3.1.1 KEY EVENTS and MILESTONES: In addition to the Availability completion date of 03 March 2023 the Government has established target execution dates for Key Events and milestones.
- 3.1.2 Once the Key Events and Milestones are established in the NSI 009-111 Schedule of Record submission at A-0, if any Key Event is not accomplished by the date provided, and the failure to accomplish any such Key Event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of this contract entitled "DEFAULT" (DFARS 252.217-7009).
- 3.1.2.1 While developing the Initial Integrated Production Scheduled, the Contractor may request minor deviations to the Availability Milestones if the Milestone cannot be achieved as scheduled or if greater schedule efficiency can be achieved by moving the milestone. If Milestone deviation is requested and approved by the Government, a change will be made to the J-3 (Key Events and Milestones) attachment.
- 3.2 DELAYS / DISRUPTIONS: The contractor shall coordinate the work effort with the NSA Project Manager on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. A minor delay is defined as eight (8) hours or less. These disruptions are considered normal rather than unusual occurrences during the performance of tasks ordered under this contract. If, during contract performance, delays greater than those indicated above are encountered, the Contractor shall immediately verbally notify the Project Manager and Contracting Officer, followed by a written statement within 24 hours after occurrence of delay, stating time of impact, reason for delay, duration of impact, number of people affected, action taken to properly schedule the work, action taken to minimize impact, and the names of the Government person(s) contacted.
- 3.3 SCHEDULE AND ASSOCIATED REPORTS: The proposed scheduling of work, resources, key events and milestones submitted by the Contractor in accordance with Standard Item 009-111 during the course of contract performance shall not be materially different from the Schedule and Associated Reports provided in the Contractor's technical proposal.

3.4 END COST DATA: In accordance with the reporting requirements of NSI 009-99, paragraph 3.1.3, the contractor shall provide final actual prime and subcontractor M/D and CFM for each Work Item, inclusive of all definitized Request for Contract Changes (RCC) incorporated in the work package:

- 3.4.1 Subcontractor M/D and CFM may be estimated based on the actual prime contractor outlay to subcontractors.
- 3.4.2 The contractor is not required to provide final actual prime or subcontractor labor costs, or final total final actual prime or subcontractor work item costs.

#### 4.0 ENVIRONMENTAL/SAFETY:

- 4.1 While performing work at Naval Station Everett, comply with all local requirements as outlined in Attachment J-9 (Environmental Guide for Contractors Naval Station Everett).
- 4.2 SAFETY INSPECTOR / FIRE MARSHALL: In addition to the safety standards provided in the specifications, the Contractor is responsible for providing an experienced Safety Inspector/Fire Marshall who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Government Safety Representative. This Inspector or Fire Marshall 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.
- 4.3 FIRE DRILL: The Contractor shall coordinate the execution of a full scale fire drill with PSNS & IMF C300.10 within the first 30 days after the start of the availability, if the availability is scheduled for a duration of 42 days or greater. The drill will include at a minimum the requirements of the drill specified in Chapter 12, 13, and Appendix A of Attachment J-11 (Fire Prevention Requirements). In order to minimize impact to production, the drill has been scheduled in the Key Events and Milestone Listing (Attachment J-3) for a specific date; however, once the full production schedule is integrated, this date can be shifted prior to availability start as long as it meets the criteria of being conducted in the first 30 days of the availability. For the Contractor, this drill will require all production work to stop for a minimum of 4 hours during day shift on the preselected day. As part of the drill, the Contractor is required to evacuate the ship, provide a muster report of all personnel safely off ship, and support the drill with any firefighting personnel/company emergency procedures. Temporary services at the drill site will be disconnected in the process of the drill, and the Contractor will be responsible for restoring them after the drill. This drill will require involvement with the local fire departments. For awareness, the government will be conducting the drill and using the evaluation criteria found in Attachment J-11. An additional fire drill will be required as the availability exceeds 180 days. All costs associated with drill and production time losses shall be included in proposal.
- 4.4 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:
  - (a) Protective hard hats that meet the following specifications:
    - (1) 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 to be equally effective.
    - (2) 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]

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

(1) 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.

(2) 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.]

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

(1) 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.

(2) 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.]

4.5 **BLACK OXIDE COATED THREADED FASTENERS (BOCTFs):** Due to safety concerns, use of BOCTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in this contract.

4.6 **FORCE PROTECTION CONDITION:** The Navy is currently in force protection condition BRAVO. Any costs associated with delays, disruptions, or security precautions associated with this force protection condition level shall be included in your proposal. Contractors will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.

4.7 **COVID-19 Safety Requirement and Policy:** Personnel, to include Sailors, civilians, contractors and visitors, regardless of immunization status, are no longer required to wear masks at PSNS & IMF, except as described below, per PSNS & IMF COVID-19 Status Update and Guidance dated 03 March 2022.

Personnel may always choose to wear a mask for any reason at any time, and everyone should keep a mask with them, just in case the need arises.

Federal guidance for public transit remains in effect and masks are required until further notice from Washington State or TSA. Masks are also still required on the NAVFAC buses at PSNS & IMF, and also in government vehicles when there is more than one occupant. Personnel should follow the applicable guidance and comply with all direction from our local transit authorities and bus drivers.

In accordance with Defense Health Agency policy, masks are still mandatory at Naval Hospital Bremerton and the Branch Health Clinics at Bangor, Everett and Bremerton.

Masks may also be required:

- In certain situations and workspaces at PSNS & IMF when the nature of the work does not allow for adequate or consistent physical distancing.

- On ships or submarines based on specific requirements set forth by PACFLT or the type commanders.
- When returning to work after testing positive for COVID-19.
- After unprotected close contact with a known COVID-19 positive individual.

Meeting spaces and conference rooms may remain at full capacity, but masks are recommended if physical distancing cannot be maintained.

Masks are not required in elevators, stairwells or restrooms. The barriers and dividers in shared spaces, cafeterias and muster locations will remain in place.

The Commanding Officer has the authority to set the requirements for access to the vessel based on their risk posture, immunization rates, etc. Those policies will be dictated by the Memorandum of Agreement (MOA) between the ship and the project team and will be provided to you by the Contracting Officer. You may see different mask adherence on base or by Sailors on the ships. Please respect the postures of the various commands.

- 4.8 COVID-19 Restriction of Movement (ROM) Policy: For work aboard the vessel, Contractors traveling within the Continental United States for work aboard a vessel shall comply with a memorandum of agreement (MOA) or a project strategy created with the vessel's commander and/or project superintendent/manager to implement COVID-19 controls during the maintenance period. For international travel, immunized individuals returning to CONUS from international TDY and personal travel do not need to ROM. Immunized or fully vaccinated are defined as an individual who completed the vaccine series and is considered immune two weeks after the vaccine. Those who are not immunized returning to CONUS from a foreign country or U.S. territory designated as a CDC Travel Health Notice Level 4, 3 or 2 for work aboard a Navy vessel or on DoD property will require a ROM for 14 days without COVID-19 testing. The ROM period may be reduced from 14 to seven days if a COVID-19 test is administered within 48 hours of the end of the seven-day ROM period and the test is negative. Use of Attachment J-22, COVID-19 travel checklist, remains required for international travel (no longer necessary for domestic travel). The Government reserves the right to adjust the policy post award, based on prevailing guidance. All contractors performing work aboard a Navy vessel or DoD property are required to fill out Attachment J-23, Daily Screening Questions when working in the Controlled Industrial Area PSNS&IMF including its detachments in Everett and San Diego. Contractors will also find current local RMC COVID-19 guidance and direction, included as J-26, PSNS & IMF COVID-19 attachments.
- 4.9 PIER CLEANLINESS: Whenever work is performed aboard U.S. Naval Ships or vessels at piers of Naval Station Everett, Contractor employees shall adhere to the requirements of J-9 (Environmental Guide for Contractors Naval Station Everett).
- 4.9.1 Contractor will be responsible for the cleanliness of the pier from the Entry Control Point, to the outer edges of the Contractor Laydown Area; to include all pier space, fire lanes, walk ways, traffic ways, trade areas, and areas below and surrounding s/f trailer areas. Pier at a minimum, will be swept once per shift, kept clear of all trash and debris, and storm drains protected from entry waste, hazmat, and litter.
- 4.9.2 Contractor will be responsible to provide collection of trash removal as needed in the common areas where contractors/subcontractors are gathering for tobacco and or nutrition breaks.

## 5.0 OTHER REQUIREMENTS:

5.1 USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PED'S) –The possession and use of portable electronic devices (PED's) – within the confines of any naval vessel, or in a portion of the Contractor's facility where Navy equipment is being worked – is strictly controlled. Cellular phones with digital imaging capabilities are strictly prohibited. PED's may not be connected to any Navy-owned or controlled network. PED's may not be used to store or process any digital information associated with the conduct of the contract without written authorization from the Naval Supervising Activity (NSA). PED's include:

- mobile computing devices such as personal digital assistants (PDA's);
- hand-held or laptop computers;
- mobile telephone devices such as data-enabled cellular telephones;
- two-way pagers, including those with e-mail capability;
- analog and digital sound recorders; and
- digital cameras, including cellular phones with digital imaging capabilities.

5.2 TOBACCO USE POLICY –For bidding purposes, Contractors are advised that in light of the Navy's policy regarding tobacco-free facilities, the entire vessel, top-side and below decks, is to be considered a "Non-Tobacco Area." Naval Base Everett will designate areas where tobacco use are permitted.

5.2.1 Tobacco use is not authorized on pier, in its entirety, parking areas, sidewalks, break areas, buildings and bus stops on the Naval Station. Designated tobacco use areas will be provided on the South Wharf. If cleanliness of the designated tobacco site is not maintained, the tobacco area will be secured.

5.3 CITIZENSHIP REQUIREMENTS- The Contractor shall comply with the Department of Defense Industrial Security Manual (DoD 5220.22), and any revisions to that manual as of the Proposal Due Date prescribed, for verification of all U. S. Citizens. Prospective offeror's shall refer all questions pertaining to the above to NWRMC, PSNS&IMF Code 1100 Security Manager Mr. James Otterholt at 425-304-5546 or [james.h.otterholt@navy.mil](mailto:james.h.otterholt@navy.mil).

5.4 PAINT ABATEMENT - Abatement work will be conducted in accordance with NAVSEA Standard Item 009-32. Paint abatement will be included as part of offeror's proposed pricing and is not subject to additional growth.

5.5 Critical work authorization during and beyond business hours: The contractor shall accept any form of electronic media or verbal authorizations to proceed from the Contracting Officer during and after normal hours, including weekends and holidays.

## 6.0 CONTRACT DATA REQUIREMENTS LIST (CDRLs):

6.1 The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423 provided in Attachment J-15 (CDRL's and DIDs).

6.2 CDRLs specified under this contract will be provided under CLIN 0002, which is not separately priced. CLIN 0002 captures the contractual requirement for CDRL data submission. Offeror's shall include the value associated with CDRL requirements at the work item level.

## 7.0 REQUEST FOR CONTRACT CHANGE:

7.1 A Contractor's Change Order Price Analysis (COPA) proposal shall remain valid for a minimum of 30 calendar days, unless otherwise specified on an individual RCC by the ACO. The RCC cost proposal shall include a worksheet(s) that provides the level of detail listed in 1.12. RCC proposals shall be submitted as an unlocked MS Excel file.

7.2 The Government will evaluate and analyze the proposal in accordance with the FAR, DFARS and applicable Agency regulations and policies.

#### 8.0 SECURITY REQUIREMENTS:

8.1 Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site (e.g. DBIDS). Badging instructions can be found in attachment J-19, Instructions for Ship Check. Access to Naval Installations sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. It is the contractor's responsibility to check for and obtain changes and updated information at each installation on a continual basis. Further information can be found at:

[https://www.cnmc.navy.mil/regions/cnma/om/contractor\\_verification\\_system.html](https://www.cnmc.navy.mil/regions/cnma/om/contractor_verification_system.html)

and at

<http://www.navsea.navy.mil/Home/Shipyards/PSNS-IMF/Command-Locations/Everett>

#### CLAUSES INCORPORATED BY FULL 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-204-H002 IMPLEMENTATION OF ENHANCED SECURITY CONTROLS ON SELECT DEFENSE INDUSTRIAL BASE PARTNER NETWORKS (NAVSEA) (JAN 2020)

##### 1. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

##### 2. Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

### 3. Cyber Incident Response

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at [http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions\\_for\\_Submitting\\_Media.docx](http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx). In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.



c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

#### 4. Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

#### 5. NCIS/Industry Monitoring

a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

(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-H004 HEAVY WEATHER PLAN (NAVSEA) (OCT 2018)**

(a) In order to ensure that Naval vessel(s), material and Government property are protected during destructive weather such as gales, storms, hurricanes, high winds, heavy snow, ice and high water, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69 dated 18 November 2016. A copy of Standard Item (SI) 009-69 can be obtained from via the internet by going to: <http://www.navsea.navy.mil/Home/RMC/CNRM/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Regional Maintenance Center (RMC), a copy of such HWP, and shall make such changes in the plan as the RMC considers necessary and reasonable to protect and care for vessel(s), material and Government property.

(b) In the event the RMC directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

(End of text)

**C-211-H008 QUALIFICATION OF CONTRACTOR NON-DESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (OCT 2018)**

(a) The Contractor and any Non-destructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision 1 of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.

(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of the Office of Navy Nuclear Propulsion (NAVSEA 08). Because of health and safety considerations, such matters will continue to be handled as directed by NAVSEA 08.

(End of text)

**C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)**

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of

approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(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-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2022)

The Contractor shall develop and implement a Commonality and Standardization Plan, reducing range and increasing depth of like equipment, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common for application within the DDG Class and (2) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., NAVSEA Enterprise Commonality Virtual Shelf and the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools to implement its Commonality and Standardization Plan. For selecting Hull Mechanical and Electrical (HM&E) equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf before other tools, if the items meet the contract requirements. The Virtual Shelf is a web-based repository of HM&E equipment/components that meet cross-platform requirements and specifications and provide superior Total Ownership Cost (TOC). Information to gain access to the Virtual Shelf is located on the following web site: <https://www.pdrep.csd.disa.mil/>

(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 USS KIDD (DDG 100) dated \_\_\_\_\_ in response to Solicitation No. N4523A22R0564.

(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-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-222-H002 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING  
(NAVSEA) (OCT 2018)

Attention of the Contractor is directed to Public Law 91-596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "Occupational Safety and Health Act of 1970" and to the "Occupational Safety and Health Standards for Shipyard Employment" promulgated thereunder by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. 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.

(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-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(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-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)

#### C-246-H004 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (JAN 2019)

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

(b) In instances where the Contractor is using commercial facilities to satisfy the berthing requirement, the Contractor hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:

(c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, *(insert names of Subcontractor providing berthing facilities)* hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

(End of text)

#### C-251-H001 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (JUL 2022)

(a) In compliance with the comparability requirement of 10 U.S.C. 8684, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "Government Supply Sources" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipment, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This contract has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipment and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore, materials, equipment, or other supplies ordered or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipment, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

(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	Government
0002	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.217-7013	Guarantees	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## E-246-H010 TESTS AND TRIALS--BASIC (NAVSEA) (OCT 2018)

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and 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-W002 CERTIFICATE OF COMPLIANCE (NAVSEA) (OCT 2018)

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 00Q.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_ [insert Contractor's name] furnished the supplies called for by the Order/Contract No. \_\_\_\_\_ via \_\_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(End of text)

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	03-MAR-2023	1	N/A FOB: Destination	
0002	03-MAR-2023	1	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

52.232-18	Availability Of Funds	APR 1984
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

## CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (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 INVOICE \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

(v) For commercial 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	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N4523A
Service Acceptor (DoDAAC)	N4523A
Accept at Other DoDAAC	N4523A
LPO DoDAAC	N4523A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

WAWF email notification. The Contractor shall enter the email address identified below in the “Send Additional Email Notification” field of WAWF once a document is submitted in the system.

Contracting Specialist – [sophia.strader@navy.mil](mailto:sophia.strader@navy.mil)

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

[PSNS.ASKAccountsPayable.FCT@navy.mil](mailto:PSNS.ASKAccountsPayable.FCT@navy.mil)

[Psns\\_c610.22cert.fct@navy.mil](mailto:Psns_c610.22cert.fct@navy.mil)

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

(End of clause)

(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>ALL</u>	<u>FP</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: Cheri Richards  
E-mail: cheri.richards@navy.mil

(ii) The Contract Specialist is:

Name: Sophia Strader  
E-mail: sophia.strader@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: [ \* ]

(e) The Contractor's point of contact for performance under this contract is:

Name: [ \* ]  
Address:  
[ \*City, State, Zip ]  
Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]  
E-mail: [ \* ]

[ \* ] To be completed at contract award

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(f) The hours of operation are as follows:

AREA	FROM	TO
PSNS & IMF CODE 423	0700	1600

(g) All deliveries to the Receiving Officer, PSNS & IMF Detachment Everett, shall be made Monday through Friday from 0700 to 1600, local time. Deliveries will not be accepted after 1600. No deliveries will be accepted on federal government holidays.

(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
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-9	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
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	SEP 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018

52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
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	JAN 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
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
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
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	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	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
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 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	MAY 2016
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
252.209-7010	Critical Safety Items	AUG 2011
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.217-7003	Changes	DEC 1991
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7006	Title	DEC 1991
252.217-7007	Payments	DEC 1991
252.217-7008	Bonds	DEC 1991
252.217-7009	Default	DEC 1991

252.217-7010	Performance	JUL 2009
252.217-7011	Access to Vessel	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2019
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7013	Duty-Free Entry--Basic	MAR 2022
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7021	Trade Agreements--Basic	MAR 2022
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	JUN 2022
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	DEC 2018
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012

252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020- JAN 2021 O0004)	
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
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
  - (e) Subcontracts. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--
    - (1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and
    - (2) Is not a subcontract for commercially available off-the-shelf items.
- (End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (SEP 2021)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--
  - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
  - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to--
  - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
  - (4) Orders expected to exceed the simplified acquisition threshold and that are--
    - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
    - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
  - (5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

  X   By the end of the base term of the contract and then by the end of each subsequent option period; or

       By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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



(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(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>

(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** (48 CFR **Chapter 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

All documents, exhibits and other attachments are part of the solicitation and shall be part of the contract award with the exception of any labeled “Optional”. The list of J Attachments for this requirement are listed below in the J-Table.

**J – Table**

<b>J-1</b>	Other Attachment	Work Package
<b>J-2</b>	Other Attachment	References: Plans, Drawings, Technical Manuals (Available Upon Request)
<b>J-3</b>	Other Attachment	Key Events & Milestones
<b>J-4</b>	Other Attachment	RESERVED
<b>J-5</b>	Other Attachment	Government Furnished Property (GFP) Attachment
<b>J-6</b>	Other Attachment	RESERVED
<b>J-7</b>	Other Attachment	RESERVED
<b>J-8</b>	Other Attachment	RESERVED
<b>J-9</b>	Other Attachment	Environmental Guide For Contractors at NSE – Jan 2020
<b>J-10</b>	Other Attachment	RESERVED
<b>J-11</b>	Other Attachment	S0570-AC-CCM-010 8010 Manual, 11 February 2021 REVISION 0 ACN 3/A
<b>J-12</b>	Other Attachment	Request for Clarification (RFC)
<b>J-13</b>	Other Attachment	NSE Pier Load Limit Summary
<b>J-14</b>	Other Attachment	Contract Pricing Worksheet
<b>J-15</b>	Other Attachment	Exhibits – CDRLs/DIDs
<b>J-16</b>	Optional	RESERVED
<b>J-17</b>	Other Attachment	RESERVED
<b>J-18</b>	Other Attachment	RESERVED
<b>J-19</b>	Other Attachment	Badging Instructions
<b>J-20</b>	Other Attachment	RESERVED
<b>J-21</b>	Other Attachment	RESERVED
<b>J-22</b>	Other Attachment	Travel Checklist COVID-19 Requirements
<b>J-23</b>	Other Attachment	Daily Screening Questions
<b>J-24</b>	Other Attachment	RESERVED
<b>J-25</b>	Other Attachment	RESERVED
<b>J-26</b>	Other Attachment	PSNS & IMF COVID-19 Attachments
<b>J-27</b>	Other Attachment	Previous Contracting Efforts Narrative Form



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

## CLAUSES INCORPORATED BY REFERENCE

52.204-8                      Annual Representations and Certifications                      MAY 2022

## CLAUSES INCORPORATED BY FULL TEXT

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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”.

(c) Representations.

(1) The Offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

## CLAUSES INCORPORATED BY REFERENCE

52.229-12                      Tax on Certain Foreign Procurements                      FEB 2021  
 252.227-7028                      Technical Data or Computer Software Previously Delivered to the Government                      JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

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, Conditions, and Notices to Offerors**

#### **a) Instructions to Offerors:**

##### **1.0 INTRODUCTION**

This solicitation package is a Request for Proposals (RFP) that will result in the award of Firm Fixed Price Contract Award.

The is for non-nuclear surface ships (including DDG, CG, LPD, LSD, LHA, LHD, PC, MCM and LCS Class ships) and will be comprised of:

Emergent and continuous maintenance Availabilities (set aside for small business) Small Business Set-aside

In accordance with FAR 19.502, the acquisition described in this solicitation is reserved exclusively for participation by small business concerns. The applicable NAICS code for this solicitation is 336611, and the related small business size standard is 1,250 employees. Offeror's are advised that the Government will evaluate and consider for award only those proposals submitted by Offeror's that qualify as small business concerns under the applicable size standard. Offers received from Offeror's that do not qualify as small business concerns will be considered nonresponsive and will be rejected by the Government. Offeror's shall refer to the clauses entitled "Notice of Total Small Business Set-Aside" (FAR 52.219-6) and "Limitations on Subcontracting (DEVIATION 2021-O0008)" (FAR 52.219-14) under Section I of this solicitation for further information and requirements relating to a total small business set-aside.

1.1 ALL INQUIRIES shall be made via email and directed to Sophia Strader at sophia.strader@navy.mil, and Cheri Richards at Cheri.Richards@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 06 October 2022 at 9:00 AM (PDT). The Government reserves the right to not answer any requests received after 06 October 2022 at 9:00 AM (PDT). Furthermore, Offeror's should note that the proposal due date will not be extended solely on the basis of requests received. RFCs shall reference the solicitation and specification page and paragraph number and be submitted on a request for clarification form (Attachment J-12) provided with this solicitation. A request for clarification form (Attachment J-12) shall be submitted for each question.

1.2 Offeror's shall submit their proposal in accordance with the following preparation instructions. The Government will consider any failure on the part of an Offeror to comply with these instructions to be a non-responsive offer. Therefore, the Government encourages Offeror's to contact the Contracting Officer in accordance with the above instructions, in order to request clarification of any aspect of these instructions. If an Offeror believes that the requirements in these instructions contain an error, omission, or is otherwise unsound, the Offeror shall immediately notify the Contracting Officer in accordance with the submission instructions, with supporting rationale as well as the remedies the Offeror is asking the Contracting Officer to consider as related to the omission or error.

1.3 Each Offeror may submit only one (1) proposal. No alternate proposals will be accepted and submission of multiple proposals will result in disqualification of any Offeror submitting multiple proposals. The Offeror's proposal submission should contain the Offeror's best terms from a price and technical standpoint. A proposal should not simply rephrase or restate the Government's requirements but rather provide convincing rationale to address how the Offeror intends to meet these requirements. Offeror's 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.

The Offeror's proposal shall be based on the requirements contained in this solicitation (including those documents, exhibits, and other attachments to the solicitation identified in Section J). Failure to comply with the terms and

conditions of the solicitation and/or failure to provide all of the requested information may result in the Offeror's proposal being rejected and may result in the Offeror being determined non-responsive and ineligible for award.

1.4 The Government may contact any, all, or a limited number of Offeror's with questions concerning their proposals as permitted under FAR Part 15.

1.5 The overall security classification of the proposal shall be UNCLASSIFIED. If the Offeror needs to provide classified material, it shall be separated from the unclassified material and submitted as a supplement to the appropriate volume, and handled in accordance with appropriate security procedures. Any classified supplement will be considered a part of the stated page limitations of the appropriate volume. NO classified material is expected for this solicitation. Please contact the Contract Specialist administering this RFP, Sophia Strader, before any classified material is submitted.

1.6 Relationship between Instructions (Section L) and Evaluation (Section M): Section L provides information for the purpose of organizing the proposal and is not intended to be all inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover areas identified in Section M, proposals should address all such areas of evaluation.

1.7 "Pricing information" is defined as facts, statistics, or data describing the consideration an Offeror will receive in exchange for furnishing the supplies and services described in this solicitation. Pricing information may only be included within Volume II: Legal/Price Offer. Inclusion of pricing information within any other Volume will likely result in rejection of the Offeror's proposal, as well as the Offeror being determined ineligible for award. If doubt exists as to what constitutes pricing information, Offeror's are strongly encouraged to submit a request for clarification in accordance with paragraph 1.1 of this section.

1.8 Offeror's are reminded past performance information is proprietary source selection information. The Government will only discuss past performance information directly with the prospective prime or sub-contractor that is being reviewed. If there is a problem with a proposed subcontractor's past performance the prime may be notified of a problem, but no details will be discussed without the subcontractor's permission.

1.9 Pursuant to FAR 4.502, the solicitation will be announced through the Government wide point of entry (GPE) at: <https://sam.gov> and all solicitation documents will be posted on the GPE. The Government may post additional information to the GPE relating to this solicitation (e.g., a solicitation amendment responding to submitted Offeror requests for clarification). It is the Offeror's responsibility to check the GPE for any such information.

## 2.0 PROPOSAL SUBMISSION INSTRUCTIONS:

**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 to request clarifications or questions	Questions & Clarification must be submitted no later than	Include all POC's in ALL Electronic communications	

	6 October 2022 at 9:00 AM (Pacific Daylight Time) PDT	Sophia Strader	
POC will post responses	Close of business 6 October 2022 at 9:00 AM PDT	Sophia.strader@navy.mil	
		Cheri Richards	
Upload Proposals	No later than 17 November 2022 at 12:00 PM (PDT)	Cheri.richards@navy.mil	

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: sophia.strader@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.

Electronic copies of each volume shall be compatible with the following software products: Adobe Acrobat Reader 11 and Microsoft Office Suite 2016. Narrative portions of the proposal shall be in Adobe Acrobat portable document file (pdf) searchable text format. The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal files. Electronic files shall be clearly identified for each volume, section, and item.

2.1 Proposals are **DUE NOT LATER THAN 12:00 PM (Pacific Daylight Time), 17 November 2022**. 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.

2.2 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).

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

Electronic File Format:

Only the following extensions shall be used:

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

Offeror shall not embed sound or video files into submittals. Graphics, tables, photographs, and other data beyond the capability of Microsoft® Word™, Microsoft® Excel™. Programs not currently NMCI-supported applications may be submitted in Adobe Acrobat™ format. Any submission document that requires a “wet signature” 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.

**2.4 Volume Layout and Page Limitations:** The solicitation response shall be contained in two (2) separate volumes. The Offeror’s company name, proposal number, and RFP number N4523A22R0562 shall appear at the top of each page in the header section (from left to right). For each volume, the number of copies required and page limit are shown in the table below. To maximize efficiency and minimize the time for proposal evaluation, it is required that all Offeror’s submit their proposals in accordance with the format and content specified below and with the specified page/time limit constraints. Failure to provide the requested information may adversely affect the Government’s evaluation of the Offeror.

2.5 Proposals shall be submitted in the following quantities and volume layout. At a minimum, each section as outlined below shall constitute a separate file.

Volume	Title	Page Limitations
I	Non-Price Proposal	45 Total
Factor 1	Manage Capabilities	30
Factor 2	Technical/Trade Capabilities & Resources	10
Factor 3	Navy Maintenance Database	5
Factor 4	Past Performance	N/A
II	Price Proposal	6

Volume I – Non-Priced Proposal:

- Factor 1 – Management Capabilities
- Factor 2 – Technical/Trade Capabilities & Resources
- Factor 3 – Navy Maintenance Database
- Factor 4 – Past Performance

Volume II – Priced Proposal – Factor 5:

- Cover Letter to include Offeror’s Cage and Sam Unique Identity numbers
- Signed SF 33 (Solicitation, Offer, Award)
- Price Proposal Worksheet (Attachment J -14)

### 3.0 PROPOSAL FORMAT

To facilitate efficiency and consistency in proposal evaluation, the following guidance is mandatory. Proposals which do not follow this guidance may be rejected as non-responsive and thus ineligible for award.

**3.1 Page Format and Size:** The narrative text material in the all volumes shall be typed or printed in a font with the type no smaller than size ten (10) using not less than standard single line spacing. All margins shall be not less than one (1) inch. The company name of the Offeror and the solicitation number shall appear at the top of each page and may be included in the one (1) inch margin. Pages shall be numbered at the bottom, either at the center or edge opposite the binding. The margin space may be used for document identification, page numbering or the Offeror's legend regarding disclosure of data in the proposal. A page is defined as one side of a standard 8 1/2" x 11" paper sheet. Oversized pages are to be fold-out format, with each fold-out counted as a single page. Fold-out pages may be used for diagrams, charts or graphic material only and shall not exceed 11" x 17". Fold-outs may not be used for narrative text pages. Photo reductions are not permitted for narrative text material. If the proposal exceeds the page limit identified in Table 1, the Government will remove all pages exceeding the specified page count from the back of the proposal prior to the evaluation.

A date shall be placed on each page of the proposal corresponding to the date of the initial proposal. Any pages that may be revised as a result of discussions (if required) shall contain revision numbers and dates and shall be identified by redline.

**3.2 Drawings, Schematics, etc.:** All drawings shall be "B" sized (as defined by ANSI Y14.1 dated 1995) or reduced to 11" x 17" and included as an attachment to the Technical Volume. Only one copy of any drawing, calculation, or schematic may be submitted with each copy of the proposal. If the Offeror believes that more than one factor requires submission of the same documentation, then the proposal should cross-reference the submission in discussions of the successive factor(s).

NOTE: The Government's strong preference is for clear, concise proposals that support the evaluation criteria listed in section M of the solicitation.

**3.3 Subcontract Information:** In requesting proposals from prospective subcontractors, Offeror's should provide all necessary information for the contemplated purchase. The Government will not advise prospective subcontractors as to the requirements of their transactions with Offeror's, 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)**

### **3.4 Volume I – Non-Priced Proposal**

**Organization:** Volume I shall be organized conforming to the required proposal content. 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. The Non-Priced Proposal shall enable Government technical/engineering personnel to thoroughly evaluate an Offeror's proposal and arrive at a sound determination of whether or not the proposal is technically acceptable. To this end, the Technical Proposal Volume shall be specific, detailed, and complete. The technical proposal must be sufficient to show how the Offeror proposes to comply with the Government's requirements and include a full explanation of the methodology and procedures to be followed. The technical proposal shall discretely address each of the following factors.

The Non-Priced volume shall be organized in the following manner:

**Factor 1 – Management Capabilities**

**Factor 2 - Technical/Trade Capabilities & Resources**

**Factor 3 - Navy Maintenance Database**

**Factor 4 - Past Performance**

**Submission Requirements:**

**Factor 1: Management Capabilities:** In response to Factor 1, Offeror's shall provide:

- 1) The Offeror's Master Ship Repair Agreement (MSRA) or Agreement for Boat Repair. Offeror's that do not hold an MSRA or an ABR must submit the information requested in paragraph 2 to demonstrate sufficient Management capabilities.

Or

- 2) A narrative that demonstrates the management and organizational capabilities necessary to have completed at least two (2) concurrent Continuous Maintenance Availability work packages.

**Administration/Management Control**

Describe the Offeror's program management organization to be used for this effort and how it will contribute to the planning and execution of work requirements.

- Provide an organizational chart for the Offeror's firm. The chart is to show each management, technical, engineering, and production position from the highest company level to the lowest supervisory level. Include descriptions of each position listed, fully describing the duties, responsibilities, authority, and names of the individuals filling the positions.
- Provide Resumes for the Offeror's principle management personnel, including the Offeror's Program Managers, Deputy Program Managers, and Ship Availability Managers. The Offeror shall also provide resumes for the principle personnel responsible for managing Administration/Management Control, Production Technical Support, Production Control, Material/Procurement Control, Subcontractor Control, Quality Control/Test and Trials, Financial Control, Safety/security, and Hazardous Material/Waste Control. The resumes shall include:
  - Education
  - Ship repair experience
  - Dates of employment with your firm and previous employers
  - Special training or qualifications
  - Resumes shall not exceed two pages for each individual

**Production Technical Support**

Describe the Offeror's engineering and design support capabilities (in-house or subcontracted). If subcontracted, describe how the subcontractor will be sufficiently integrated to allow timely technical problem diagnosis and recommendations.

**Production Control**

Describe the Offeror's process to coordinate, control, interface, and progress work (including that of subcontractors).

Describe the Offeror's process to train and maintain qualified trades employees.

**Material/Procurement Control**

Describe the Offeror's material / purchasing organization, staff and procedures.

Describe the Offeror's process for maintaining status of outstanding material.

Describe the Offeror's property control system for ordering, receiving, accounting, storing, and handling, protecting and disposing of purchased materials. Include a description of facilities available for storage and safekeeping of material.

Subcontractor Control

Describe the Offeror's procedures for selecting, scheduling, managing, monitoring and controlling subcontractors.

Quality Control/Test and Trials

Describe the Offeror's inspection and Quality Assurance organization and written inspection procedures to control, monitor, and implement the system.

Describe the Offeror's welding procedures and welders' qualifications.

Safety/security

Describe the Offeror's safety organization, procedures, training, first aid capabilities, fire protection capabilities & procedures and security procedures.

Hazardous Material/Waste Control

Describe the Offeror's procedures and facilities to meet the legal requirements for documentation, removal, storage, and disposal of hazardous material/waste and an appropriate state/federal agency issued hazardous waste generator number.

Proposals in response to Factor 1 should contain brief statements of fact rather than wordy, generalized narratives. Each single side of a piece of paper shall be counted as one (1) page toward the Factor's 30-page limit, with the exception of the following items:

- a) The first page of the Proposal, which shall consist of a single title page containing only the following basic information: volume number and Factor name; the solicitation number; the name of the contract; Offeror's name; the full name and address designation of the soliciting Regional Maintenance Center; and the Offeror's position regarding disclosure of proposal data. No pages placed before this title page will be evaluated.
- b) The table of contents for the Factor, which shall immediately follow the title page described in item (a) above.
- c) Any pages in the proposal used solely for the purpose for separating sections of the proposal, or as tabs.
- d) Resumes, which shall not exceed two (2) pages for each individual. Pages in excess of two (2) will be counted toward the 30-page limit for the Factor.
- e) Up to five (5) pages of exhibits. Each single side of a piece of paper in excess of the five (5)-page allowance for exhibits will count as one (1) page towards the 30-page limit for this factor. Exhibits are restricted to standard 8-1/2" x 11" paper, with judicious use of 11" x 17" paper Z folded to 8-1/2" x 11" size for items such as organizational charts are permitted as necessary. Exhibits must not contain any text other than simple explanations pertinent to the exhibit.

**Factor 2 - Technical/Trade Capabilities & Resources:** In response to Factor 2, Offeror's shall provide:

- 1) The Offeror's Master Ship Repair Agreement (MSRA) or Agreement for Boat Repair. Offeror's that do not hold an MSRA or an ABR must submit the information requested in paragraph two (2) to demonstrate sufficient Management capabilities.

Or

- 2) A narrative that demonstrates the Technical/Trade Resources necessary to complete the Continuous Maintenance Availability work packages required this solicitation. The following production labor mix provided reflects the Navy's average historical craft/trade labor experienced on previous Continuous Maintenance Availabilities.

<b>Labor Trade Category</b>	<b>Percentage of Hours</b>
Supervisory	5%
Shipfitter	11%
Sheetmetal	4%
Welder/Burner	8%
Inside Machinist	1%
Outside Machinist	8%
Boilermaker	2%
Electrician	4%
Pipefitter	7%
Insulation/Lagger	3%
Carpenter/Shipwright	1%
Electronics/Ordnance	1%
Painter/Sandblaster	6%
Rigger	8%
Quality Assurance	6%
Fire watch	15%
Laborer	8%
Facilities	1%
Non Destructive Testing	1%

The following table reflects the Navy's average historical work distribution across systems experienced on previous Continuous Maintenance Availabilities.

<b>SWLIN Breakdown</b>	<b>SWLIN Systems include, but are not limited to the following:</b>	<b>Percentage of Hours</b>
Structural	U/W Hull, Bilges, bulkheads & Structure, Tanks / Voids, Decking Structure, Super Structure, Sonar Dome, Mast	9%
Propulsion	Boilers, Steam Turbines, MPDE, MRG, Shafts, Struts, Hubs / Propulsors, Intakes /Forced Draft /Uptakes, Main Steam (Valves > 4"), Main Feed Pumps	11%
Electrical	SS Power Generation (SSTG, SSDG), Emergency Generators, Switch Boards, Cabling Distribution	4%
Command & Surveillance	Multi-Mode/Function Radars (SPY Array), Passive ECM, Missile FC Systems	4%
Auxiliary Systems	Piping, Vent Systems, Aux Blr/WHB, Ballast Systems, Steering, Rudders, Cargo Handling (Elevators), Boat Davits, Landing Craft Stowage Systems (Stern Gate), Aircraft Handling, Servicing and Stowage (Hanger Doors, Elevators)	21%



Outfitting & Furnishing	Corrosion, General, Painting (U/W Hull), ICCP System	15%
Armament	Magazines, Missile Launchers (VLS), Munitions Handling (Elevators)	3%
Services	Program Management, Scheduling & Integration, & Administration, Temporary Services (to Ship, Barge, Dry-Dock, etc.)	33%

Offeror's shall provide the following information in response to Factor 2:

- 3) Utilizing the table above, describe the Offeror's ability to complete at least 50% of the scope (in terms of labor hours) of at least two (2) concurrent Continuous Maintenance Availability work packages (assuming 4,000 man-days or 32,000 man-hours for each Availability).
  - Describe the trades your firm expects to perform using in-house trade resources and which trades your firm expects to subcontract.
  - Provide a description of current production personnel employed with indications of trade knowledge and skill level (skilled, semi-skilled, and unskilled). If staff increases or decreases are anticipated, indicate which trades will be affected.
  - Provide a current plot/layout of facility
  - Provide a current list of all plant equipment (type, size, and capacity) including major machine tools, and equipment, and material handling equipment

Proposals in response to Factor 2 should contain brief statements of fact rather than wordy, generalized narratives. Each single side of a piece of paper shall be counted as one (1) page toward the Factor's 10-page limit, with the exception of the following items:

- a) The first page of the Proposal, which shall consist of a single title page containing only the following basic information: volume number and Factor name; the solicitation number; the name of the contract; Offeror's name; the full name and address designation of the soliciting Regional Maintenance Center; and the Offeror's position regarding disclosure of proposal data. No pages placed before this title page will be evaluated.
- b) The table of contents for the Factor, which shall immediately follow the title page described in item (a) above.
- c) Any pages in the proposal used solely for the purpose for separating sections of the proposal, or as tabs.
- d) Up to five (5) pages of exhibits. Each single side of a piece of paper in excess of the five (5) page allowance for exhibits will count as one (1) page towards the 10 page limit for this factor. Exhibits are restricted to standard 8-1/2" x 11" paper, with judicious use of 11" x 17" paper Z folded to 8-1/2" x 11" size for items such as facility layout are permitted as necessary. Exhibits must not contain any text other than simple explanations pertinent to the exhibit.

**Factor 3 -Navy Maintenance Database:**

Provide a written description or plan on how the Offeror will plan to utilize the full capabilities of NMD. Briefly outline staffing plan to accomplish timely reporting, and ability to gain access and utilize NMD. Page limitation five (5) pages.

**Factor 4 – Past Performance:**

The Government shall seek relevant performance information on all Offerors based on the past and present efforts provided by the Offeror and data independently obtained from other Government and commercial sources. The Government will evaluate the Offeror's past performance. The Government may also evaluate the past performance of an Offeror's subcontractors. In the investigation of an Offeror's past performance, the Government reserves the right to contact former customers and Government agencies and other private and public sources of information. The Government will also assess the role that subcontractors have played in contributing to an Offeror's success and/or failure and to what extent subcontractor's performance has contributed to an Offeror's past performance evaluation.

Offeror's shall submit information concerning contracts and subcontracts which Offeror's consider relevant in demonstrating the ability to perform the proposed effort. Offeror's shall identify portions of the contracts/subcontracts that are relevant. Offeror's are requested to provide information for (up to three (3) previous Government availabilities) where the effort is recent and relevant to the effort required by this solicitation.

- "Recent" is defined as a contract in-progress or completed within the last three (3) years as of the date of the initial solicitation. If the Offeror has not completed up to three (3) Government availabilities within the last three (3) years as of the date of the initial solicitation, information on recent and relevant subcontracts and/or commercial contracts may be submitted.

- "Relevant" is defined as a contract that is of similar scope, magnitude, and complexity to the requirements as set forth in this solicitation.

- **Scope:** Experience in the areas defined in the SOW.
- **Magnitude:** The measure of the similarity of the volume, dollar value and/or duration of the work actually performed under the Offeror's submitted contracts to the SOW.
- **Complexity:** The measure of the similarity of technical difficulty, managerial intricacy and/or required coordination of efforts and disciplines performed by the Offeror in its submitted contracts to the SOW. For complexity, not only will the tasks performed by the Offeror be considered, but also the Offeror's ability to coordinate tasks (e.g., concurrent performance requirements).

Offeror's shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of this solicitation; a detailed description of the work performed for the contract; and the role performed, including whether the Offeror acted as a prime contractor or a subcontractor. Offeror's are responsible for the accuracy of all data provided. Past performance information regarding predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement may be provided as past performance submissions.

An Offeror that does not have recent and relevant past performance to provide for consideration is requested to affirmatively state that it does not have recent and relevant past performance for the Government to consider.

Offeror's to this solicitation shall provide Past Performance Questionnaires to their customers for completion (Attachment J-27) for up to three (3) availabilities within the last three (3) years involving same or similar efforts. Each proposal shall include no more than a total of three (3) Past Performance questionnaires, one per contract identified. Offeror's shall fill in Parts I, II, and III for each customer and include as part of their proposal. Parts I, II, and III of the past performance questionnaire shall not exceed two (2) pages. Separately, the Offeror shall provide the entire Past Performance Questionnaire, with Parts I, II, and III completed, to each customer for them to complete Part IV. Customer evaluation will not be included as part of the page count in this volume submitted by the Offeror. The Offeror shall instruct their customers to complete the Past Performance Questionnaires and return them to [sophia.strader@navy.mil](mailto:sophia.strader@navy.mil) before the closing date of this solicitation.

The Offeror's proposal shall identify the customer point of contact and which of the listed contacts that each questionnaire was sent to be completed for. This will let the Contracting Officer know whether all questionnaires from all of the Offeror's references were received.

Offeror's may inquire as to the status of receipt of these questionnaires using the e-mail address shown above.

For Past Performance information that has a completed CPARS evaluation in PPIRS, the Offeror is only required to complete PARTS I, II, and III of the Past Performance Questionnaire, Attachment J-27. It is the Offeror's responsibility to ensure that completed questionnaires are in the Contracting Officer's possession ON OR BEFORE THE REQUIRED PROPOSAL DUE DATE AND TIME. Any questionnaire received after the proposal due after the proposal due date/time will be late and may not be considered in the Offeror's past performance evaluation. The Government, at its discretion, will determine whether questionnaires received after the proposal due date will be considered. The Government may validate past performance information with the source.

There is no page limit associated with Past Performance documentation.

### 3.5. **Volume II –Priced Proposal (Factor 5)**

A. **Organization:** Volume II shall be organized conforming to the required proposal content. Volume II shall be clearly labeled. At a minimum, each section as outlined below shall constitute a separate file.

The priced volume shall be organized in the following manner:

#### **Section 1 - Cover Letter**

#### **Section 2 - Completed price proposal worksheet, Attachment J-14**

B. **Cover Letter:** The cover letter must include the following:

- The solicitation number; acknowledgement of applicable amendments;
- The name, address, telephone number, and emails of the Offeror;
- Indication of Contractor need of Government Furnished Property (GFP), if applicable.
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- Names, titles, telephone numbers and email address of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- Identification of all separate files included in the proposal package.
- CAGE and Sam Unique Entity Identifier (UEI) numbers for the prime contractor.
- Period for acceptance of offer. The Offeror agrees to hold its offer for 90 calendar days from the date specified for receipt of proposals, unless another time period is specified in an amendment to the solicitation.

#### **C. Standard Form SF 33:**

The Standard Form SF 33(s), "Solicitation, Offer, and Award" (SF33), must be completed entirely by the Offeror. Common mistakes include: (1) failing to complete all of blocks 12-18 on the first page, (2) failing to list pricing for all Contract Line Items (CLINs) in Section B, and (3) failing to fully complete SF 33, Section K. To be considered

for award, the Offeror must insert 90 days in Block 12 of the SF 33 to ensure adequate time for proposal evaluation and contract award.

If the Offeror's Representations, Certifications, and Other Statements of Offeror's are available, active, and valid in the System for Award Management (SAM) (<https://www.sam.gov>); the Offeror may reference them in the Cover Letter and decline to complete the portions of Section K of the SF 33, which are already present in SAM. The Offeror bears the burden of: (1) ensuring all information referenced in SAM is current, accurate, and complete; and (2) ensuring any necessary information not present in SAM is provided within the Offeror's proposal.

**D. Price Worksheet Attachment J-14:**

The Cost/Price volume shall demonstrate a complete understanding of the effort necessary to perform this work. Sufficient supporting data shall be provided to permit the Government to perform a review and analysis of the pricing. The Price volume of the proposal will present the Offeror's understanding of the solicitation requirements and the Offeror's ability to organize and perform efficiently.

The Offeror shall complete and return the Price Proposal Worksheet, Attachment J-14, in the original Microsoft Excel format. The Offeror shall propose, for each work item contained in Attachment J-1, labor hours with associated labor costs along with any materials, equipment, subcontracting costs, other direct costs (ODCs), necessary to complete the work outlined in each work item. The proposed labor cost per work item shall be burdened with consideration to any consumables expended during production. Only production labor shall be proposed on individual work items associated with production work.

If ODC's are included as part of the price proposal, the Offeror shall provide a detailed breakdown of the costs proposed for any applicable work item in the "Contractor notes" section of the "WI Cost Breakout by Category" of Attachment J-14.

The Offeror shall propose a Material Burden Rate (MBR) in the yellow highlighted cells to be applied to all physical material, subcontracting costs, and ODCs proposed. The MBR is inclusive of all general and administrative costs, overhead, profit, or any other indirect cost.

Consumable materials are goods used in the ordinary course of work performance such as office supplies, paper, rags, vehicle or equipment fuel costs, cleaning chemicals, disposable tools, welding rods, paint buckets, paint brushes, protective clothing, etc. that are consumed/used in the process of repair and do not become an integral part of the repaired vessel. Consumable material shall be included in the contractor's ship repair labor rate and not separately priced.

The formulas in Attachment J-14 provide the Proposal Total. Unit prices to be completed by Offeror on Attachment J-14 are indicated by highlight. The rates will be based on the unburdened production labor as proposed in the summary sheet tab of Attachment J-14.

**Note:** The total proposed dollar amount calculated on the summary sheet tab of the referenced attachment should equal the total proposed amount in Section B of the contract.

Detailed Basis of Estimates (BOE) identifies all underlying assumptions with respect to the technical aspects of the work to be performed, the functional breakout of the efforts within the Offeror's organization and to include any subcontracting efforts. The BOE's shall include copies of pricing guides, reports from any referenced historical information, be provided for each work item and any other information the Offeror believe will assist the Government in its review to adequately delineate the efforts required.

**DO NOT** submit protected or in a read-only form. Only enter numbers to two decimal points. **DO NOT** round estimates.

CLIN 0002, Contract Data Requirements Lists (CDRLS) is Not Separately Priced.

E. **Notification/Exceptions:** The proper completion and submission to the Government of the above items will constitute an offer. Any exception to any of the terms and conditions may constitute a deficiency which may make the offer unacceptable.

F. **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.

## Section M - Evaluation Factors for Award

### **Section M – Evaluation Factors for Award**

#### **GENERAL**

The Government intends to award a single, firm-fixed price contract to the responsible Offeror (as defined in FAR Section 9.104) on the basis of the lowest evaluated priced proposal meeting or exceeding the acceptability standards for the below listed factors and sub-factors in accordance with the LPTA source selection process outlined in FAR 15.101-2. This award is set aside 100% for small businesses that fall within the 1,250 size standard under North American Industry Classification System (NAICS) code 336611 (Non-Nuclear Ship Repair West). This section contains specific evaluation factors for award of a contract pursuant to this solicitation.

The Government will evaluate each Offeror's understanding of the Government's requirements and ability to perform the work. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily perform the contract requirements stated in the solicitation. All information submitted as part of the proposal will be used to evaluate the Offeror's capability to perform and understanding of the solicitation requirements.

Offeror's are advised that the Government intends to make an award on the basis of initial proposals without conducting discussions, but reserves the right to conduct discussions if determined by the Contracting Officer to be necessary (see subparagraph FAR 52.215-1(f)(4)). Therefore, the initial offer should contain the Offeror's best terms from a price perspective and be fully acceptable in all non-price factors and sub-factors. Statements and representations made in an Offeror's proposal may be subject to verification by the Defense Contract Audit Agency (DCAA), other sources, or through an onsite survey by Navy evaluators. The Government may reject any or all offers if such action is in the public interest, and reserves the right to waive informalities and minor irregularities in offers received.

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.

#### **Basis of Award and Evaluation Factors**

In selecting the best overall offer, the following factors will be considered: (1) technical capabilities, and (2) price. The Offeror must be determined to have acceptable technical capabilities before further consideration will be given; 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. In order to be considered awardable, there must be an "acceptable" rating in every non-price factor and/or sub-factor.

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

Factor	Description	Rating	Basis
	Technical Capabilities	Acceptable/Unacceptable	
1	Management Capabilities	Acceptable/Unacceptable	<p>Verification of a written description or plan that delineates or demonstrates the ability to:</p> <p>a) Maintain the contract schedule, operating within approved budgets, meeting milestones, early notification of potential problems, utilizing management metrics to track progress and trends, providing deliverables on-time, and maintaining ongoing operations in an effective manner.</p> <p>b) Integrate any subcontractors into the project to include schedule and awareness of the overall project; Manage the progress of any subcontractors to ensure timely completion of their work.</p> <p>Ensure the plan addresses Production Technical Support, Production Controls, Material/Procurement Controls, Quality Controls/Tests &amp; Trials, Safety/Security, &amp; Hazardous Material/Waste Control. Include a copy of a currently held Master Ship repair Agreement (MSRA) or Agreement for Boat Repair (ABR) if you have one.</p>
2	Technical/Trade Capabilities & Resources	Acceptable/Unacceptable	<p>Verification of either:</p> <p>1.) A currently held Master Ship repair Agreement (MSRA) or Agreement for Boat Repair (ABR).</p> <p>-or-</p> <p>2.) Proof of MSRA/ABR equivalency to demonstrate capability, and all other necessary qualifications to do the work required to execute the award.</p>
3	Navy Maintenance Database (NMD)	Acceptable/Unacceptable	<p>Verification of a written description or plan on how the Offeror will plan to utilize the full capabilities of NMD. Briefly outline staffing plan to</p>

			accomplish timely reporting, and ability to gain access and utilize NMD.
4	Past Performance	Acceptable/Unacceptable	Past performance information submitted on the Previous Contracting Efforts Narrative Form (Attachment J-27) and are determined acceptable based on section b below. The Government reserves the right to use other forms of information for past performance data (i.e. CPARS) to determine whether the Offeror is acceptable/unacceptable. This may be in conjunction with Attachment J-27 or in lieu of.
5	Price	Not Adjectivally Rated	See section b below

An unacceptable rating in any non-price factor or sub-factor shall render an Offeror's proposal ineligible for award. If a technical proposal receives an unacceptable rating, then the Government reserves the right to not evaluate the corresponding price proposal.

a) **Technical Capability**

The Government shall rate the Offeror's proposal using the acceptability/non-acceptability rating method listed on the table below

**Acceptable/Unacceptable Rating Method (Technical Factors 1 - 4)**

Rating	Description
Acceptable	Proposal meets the requirements of the solicitation  Based on the Offeror's previous contracting efforts, the Government has a reasonable expectation that the Offeror will successfully perform the required effort; or the Offeror's performance record is unknown.
Unacceptable	Proposal does not meet the requirements of the solicitation  A fully completed Previous Contracting Efforts Narrative Form found in Attachment J-5 was <b>NOT</b> submitted; <b>OR</b> based on the Offeror's previous contracting efforts, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

Note: An Offeror without relevant past performance, or for whom information on past performance is not available, shall still be given a neutral rating for past performance. A neutral rating will be rated as "acceptable" for past performance in the context of this evaluation.

b) **Factor 5 – Price/Cost Reasonableness:**



The Government will analyze the proposed price provided in Attachment J-14 of Volume II 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/or sub-factors, in accordance with FAR 15.101-2. The Offeror's total proposed price of contract line items (CLIN) 0001 found in Section B of the RFP shall match the Summary Price Breakdown Spreadsheet total, (Attachment J-14). CLIN 0002 is informational only and shall not be priced. The costs associated with providing all CDRLs shall be included in the proposed price of CLIN 0001.

If the Government determines an Offeror's estimates to be inexplicably low or otherwise not fair and reasonable, the Government will evaluate proposed hours, material, and subcontracts provided in order to determine if the proposal shows a reasonable level of understanding of the ship repair package and technical approach as a whole.

Completion of the Attachment J-14 is REQUIRED to be submitted with your proposal. Failure to submit a price for any line item(s) or contract change and consumable rates in Attachment J-14 may result in the offer being rejected as unacceptable without further discussion.

Detailed Basis of Estimates (BOE) identifies all underlying assumptions with respect to the technical aspects of the work to be performed, the functional breakout of the efforts within the Offeror's organization and to include any subcontracting efforts. The BOE's shall include copies of pricing guides, reports from any referenced historical information and any other information the Offeror believe will assist the Government in its review to adequately delineate the efforts required.