

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 64	
2. CONTRACT NO. N00033-14-D-7509		3. SOLICITATION NO. N00033-13-R-7509	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 17 May 2013	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY MILITARY SEALIFT COMMAND WASHINGTON D.C. 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540			CODE N00033	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: FAX:					TEL: FAX:		

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

SOLICITATION

9. Sealed offers in original and 3 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 See Item 7 until 04:30 PM local time 26 Jun 2013
(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	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR CABRAS MARINE CORPORATION JOSEPH CRUZ 1026 CABRAS HIGHWAY, SUITE 114 PITI GU 96915-5610		CODE 0M9K3	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) JOSEPH CRUZ / PRESIDENT	
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15B. TELEPHONE NO (Include area code) 671-477-7645	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$465,615.90	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTERED BY (If other than Item 7) See Item 7		25. PAYMENT WILL BE MADE BY	

26. NAME OF CONTRACTING OFFICER (Type or print) ELYSSA J. PARANA TEL: (b) (6) EMAIL: (b) (6)	27. UNITED STATES OF AMERICA <i>Elyssa J Parana</i> (Signature of Contracting Officer)	28. AWARD DATE 11-Oct-2013
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Facility Upkeep [Base Ordering Period] FFP FOB: Destination	365	Days	\$1,275.66	\$465,615.90
MAX NET AMT					\$465,615.90

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	GFP-Additional Requirement [Base] FFP Straight Time Rate \$(b) x (b) (4) hours = \$(b) (4) Overtime Rate \$(b) x (b) hours = \$(b) (4) Premium Time Rate \$(b) x (b) hours = \$(b) (4) Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4) Total= \$769,650 FOB: Destination	769,650	Dollars, U.S.	\$1.00	\$769,650.00
MAX NET AMT					\$769,650.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		12,369,000	Dollars, U.S.	\$1.00	\$12,369,000.00
OPTION	Ship Repair Availabilities [Base] FFP Straight Time Rate \$(b) x (b) (4) hours = \$(b) (4) Overtime Rate \$(b) x (b) (4) hours = \$(b) (4) Premium Time Rate \$(b) x (b) (4) hours = \$(b) (4) Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4) Total= \$12,369,000 FOB: Destination				
				MAX NET AMT	\$12,369,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		2,000,000	Dollars, U.S.	\$1.00	\$2,000,000.00 EST
OPTION	Utilities [Base] FFP Utilities provided by the Naval Base Guam. Electricity, Water, Sewage, Steam & Distilled Water Offerors shall estimate \$2,000,000 FOB: Destination				
				MAX NET AMT	\$2,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	CDRLs [Base] FFP Base Ordering Period- Not Separately Priced (NSP) FOB: Destination				NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Facility Upkeep [Option Period(OP) I] FFP FOB: Destination	365	Days	\$1,138.67	\$415,614.55

MAX
NET AMT

\$415,614.55

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		769,650	Dollars, U.S.	\$1.00	\$769,650.00
OPTION	GFP-Additional Requirement [OP I] FFP Straight Time Rate \$(b) x (b) (4) hours = \$(b) (4) Overtime Rate \$(b) x (b) (4) hours = \$(b) (4) Premium Time Rate \$(b) x (b) (4) hours = \$(b) (4) Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4) Total= \$769,650 FOB: Destination				
				MAX NET AMT	\$769,650.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		12,396,000	Dollars, U.S.	\$1.00	\$12,396,000.00
OPTION	Ship Repair Availabilities [OP I] FFP Straight Time Rate \$(b) x (b) (4) hours = \$(b) (4) Overtime Rate \$(b) x (b) (4) hours = \$(b) (4) Premium Time Rate \$(b) x (b) (4) hours = \$(b) (4) Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4) Total= \$12,369,000 FOB: Destination				
				MAX NET AMT	\$12,396,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		2,000,000	Dollars, U.S.	\$1.00	\$2,000,000.00 EST
OPTION	Utilities[OP I] FFP Utilities provided by the Naval Base Guam. Electricity, Water, Sewage, Steam & Distilled Water Offerors shall estimate \$2,000,000 FOB: Destination				
				MAX NET AMT	\$2,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010					NSP
OPTION	CDRLs [OP I] FFP Option Ordering Period I - Not Separately Priced (NSP) FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	Facility Upkeep [OP II] FFP FOB: Destination	(b)	Days	\$(b) (4)	\$(b) (4)
MAX NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	GFP-Additional Requirement [OP II] FFP Straight Time Rate \$(b) x (b) (4) hours = \$(b) (4) Overtime Rate \$(b) x (b) (4) hours = \$(b) (4) Premium Time Rate \$(b) x (b) (4) hours = \$(b) (4) Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4) Total= \$769,650 FOB: Destination	769,650	Dollars, U.S.	\$1.00	\$769,650.00
MAX NET AMT					\$769,650.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013		12,396,000	Dollars, U.S.	\$1.00	\$12,396,000.00
OPTION	Ship Repair Availabilities [OP II] FFP Straight Time Rate \$(b) x 150,000 hours = \$(b) (4) Overtime Rate \$(b) x (b) (4) hours = \$(b) (4) Premium Time Rate \$(b) x (b) (4) hours = \$(b) (4) Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4) Total= \$12,369,000				

FOB: Destination

MAX NET AMT	\$12,396,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014		2,000,000	Dollars, U.S.	\$1.00	\$2,000,000.00 EST
OPTION	Utilities[OP II] FFP Utilities provided by the Naval Base Guam. Electricity, Water, Sewage, Steam & Distilled Water Offerors shall estimate \$2,000,000 FOB: Destination				

MAX NET AMT	\$2,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 OPTION	CDRLs [OP II] FFP Option Ordering Period II - Not Separately Priced (NSP) FOB: Destination				NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016 OPTION	Facility Upkeep [OP III] FFP FOB: Destination	(b)	Days	\$(b) (4)	\$(b) (4)

MAX
NET AMT

\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017		769,650	Dollars, U.S.	\$1.00	\$769,650.00

OPTION GFP-Additional Requirement [OP III]

FFP

Straight Time Rate \$(b) x (b) (4) hours = \$(b) (4)

Overtime Rate \$(b) x (b) (4) hours = \$(b) (4)

Premium Time Rate \$(b) x (b) (4) hours = \$(b) (4)

Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4)

Total= \$769,650

FOB: Destination

MAX NET AMT	\$769,650.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018		12,396,000	Dollars, U.S.	\$1.00	\$12,396,000.00

OPTION Ship Repair Availabilities [OP III]

FFP

Straight Time Rate \$(b) x (b) (4) hours = \$(b) (4)

Overtime Rate \$(b) x (b) (4) hours = \$(b) (4)

Premium Time Rate \$(b) x (b) (4) hours = \$(b) (4)

Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4)

Total= \$12,369,000

FOB: Destination

MAX NET AMT	\$12,396,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019		2,000,000	Dollars, U.S.	\$1.00	\$2,000,000.00 EST
OPTION	Utilities [OP III] FFP Utilities provided by the Naval Base Guam. Electricity, Water, Sewage, Steam & Distilled Water Offerors shall estimate \$2,000,000 FOB: Destination				
				MAX NET AMT	\$2,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020					NSP
OPTION	CDRLs [OP III] FFP Option Ordering Period III- Not Separately Priced (NSP) FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021 OPTION	Facility Upkeep [OP IV] FFP FOB: Destination	(b)	Days	\$(b) (4)	\$(b) (4)
MAX NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022 OPTION	GFP-Additional Requirement [OP IV] FFP Straight Time Rate \$(b) x (b) (4) hours = \$(b) (4) Overtime Rate \$(b) x (b) (4) hours = \$(b) (4) Premium Time Rate \$(b) x (b) (4) hours = \$(b) (4) Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4) Total= \$769,650 FOB: Destination	769,650	Dollars, U.S.	\$1.00	\$769,650.00
MAX NET AMT					\$769,650.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023		12,396,000	Dollars, U.S.	\$1.00	\$12,396,000.00
OPTION	Ship Repair Availabilities [OP IV] FFP Straight Time Rate \$(b) x (b) (4) hours = \$(b) (4) Overtime Rate \$(b) x (b) (4) hours = \$(b) (4) Premium Time Rate \$(b) x (b) (4) hours = \$(b) (4) Material & Subcontracting \$(b) (4) x mark-up rate (b) = \$(b) (4) Total= \$12,369,000 FOB: Destination				
				MAX NET AMT	\$12,396,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024		2,000,000	Dollars, U.S.	\$1.00	\$2,000,000.00 EST
OPTION	Utilities [OP IV] FFP Utilities provided by the Naval Base Guam. Electricity, Water, Sewage, Steam & Distilled Water Offerors shall estimate \$2,000,000 FOB: Destination				
				MAX NET AMT	\$2,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025 OPTION	CDRLs [OP IV] FFP Option Ordering Period IV - Not Separately Priced (NSP) FOB: Destination				NSP

MAX
NET AMT

The Contractor's proposal submitted on June 26th 2013, as amended, is hereby incorporated by reference.

Section C - Descriptions and Specifications

STATEMENT OF WORK

1. SHIP REPAIR

1.1. Scope and General

- 1.1.1. Except as otherwise provided in this contract, the contractor is required to provide all labor, equipment and materials necessary to perform major ship repairs availabilities that, owing to operational and mission requirements, are restricted to performance under this contract. Attachment J-7 provides a general guideline for future availabilities being considered, although without guarantee. Ship repair includes, but is not limited to, those capabilities listed in section 1.2, below. The Government will, in its sole discretion, identify those vessels requiring repair under this contract.
- 1.1.2. The contractor is responsible for managing the entire ship repair availability, which includes management of its subcontracts . The contractor shall be responsible for the performance of its subcontractors and a subcontractor's failure to perform shall not excuse the contractor from meeting its obligations, including making timely delivery, under this contract and any delivery orders issued under it.
- 1.1.3. The contractor shall maintain an organization capable of performing ship repair work, which includes the capability to perform all necessary planning, engineering, quality control, shipboard/off ship production and component/system testing and trials.
- 1.1.4. The Government may require the contractor to perform ship repair work that involves dry docking. It that event, the Government shall provide a dry dock as Government Furnished Property for the contractor's use.

1.2. Ship Repair Capabilities

- 1.2.1. The contractor shall be capable of performing the following work:
 - I. Repair, modification or replacement of onboard steelwork.
 - II. Removal and replacement of auxiliary machinery, engines and electrical equipment for overhaul in shops.
 - III. Testing of overhauled equipment and machinery, before replacement in ships.
 - IV. Removal and replacement of major components of the stern gear, steering gear, deck machinery and support equipment for shop overhaul.
 - V. Fabrication of repair parts in a machine shop.
 - VI. Underwater husbandry (Divers).

- VII. Repair and overhaul of all shipboard systems ranging from fuel and fire protection to commercial communication and electrical systems. Examples of items and systems requiring repair, testing, and overhaul are: foundations, piping, valves, electrical cabling, electrical control panels, motor control centers and switchboards, power and lighting systems, pump components, plate and tube type coolers, air compressors and compressed air systems, purifiers, condensers, main and auxiliary boilers, MSD units, oily water separators, air conditioning units, refrigeration units, hoists and elevators, fans and blowers, hydraulics, pneumatics, habitability, sheet-metal fabrication and repair, sanitary systems, preservation systems, insulation and lagging, and motor rewinds.
- VIII. Repair, varnish, bake and balance for electric motors up to and including 100 HP.
- IX. Fabricate, test and install high pressure flexible hose sections, including fittings.
- X. Pipe and fluid system flushing using contractor provided pumps, filters and heaters.
- XI. Grit blasting, high pressure water blasting, priming and painting.
- XII. Specialized painting processes including powder coating and flame spray applications.
- XIII. Provision and temporary installation of scaffolding and staging to facilitate repairs and preservation. At a minimum, the Contractor shall have adequate provisions to temporarily install at least four (4) separate staging/scaffolding arrangements, each with a capability of being 12 ft long by 50 ft high
- XIV. Steel and Aluminum weld repair and replacement employing American Bureau of Shipping (ABS) and United States Coast Guard (USCG) certified welders.
- XV. Installation of electrical cabling and electrical equipment.
- XVI. Modification or fabrication and installation of foundations, piping, supports, machinery and equipment.
- XVII. Insulation repair and replacement.
- XVIII. HVAC system cleaning and repairs.
- XIX. Proper handling and disposal of Hazmat generated during ship repair.
- XX. Bilge and tank cleaning, which includes the proper handling and disposal of oily waste water and other oily mixtures.
- XXI. Provide the services of a certified marine chemist.
- XXII. Provide ABS certified quality assurance capabilities including NDT (dye penetrant, magnetic particle, radiography, and ultrasonic testing capabilities), structural integrity testing, and electrical testing.
- XXIII. Provide certified calibration capabilities for electrical test equipment, meters, temperature and pressure gauges.

1.2.2. Crane Capability

- 1.2.2.1. When required, the contractor shall be capable of lifting loads not exceeding 50,000 lbs on and off of the tended vessel with a maximum boom reach of 150 ft.

1.2.3. Operational Requirements

- 1.2.3.1. The contractor shall provide the skilled personnel, supervision, management and financial capabilities necessary for the efficient and effective administration and control of ship repair work. The contractor shall ensure adequate resources are dedicated to comply with the standards, guidelines and procedures as stated in the most current version of MSC General Technical Requirements (which is available at <http://www.msc.navy.mil/instructions/pdf/m470016.pdf> and hereby incorporated by reference) and any supplemental guidance provided in delivery orders.
- 1.2.3.2. The contractor may be provided data subject to the International Traffic in Arms Regulations (ITAR) , the Arms Export Control Act (AECA) or other restrictions regarding its distribution. The contractor shall comply with those restrictions. DFARS 252.204-7008 applies. In addition, the contractor must be a registered “qualified US contractor” in accordance with Defense Logistics Agency Logistics Information Service Joint Certification Program (see <http://www.dlis.dla.mil/JCP/Default.aspx>).
- 1.2.3.3. Other Government activities such as Ship’s Force, as well as other Government contractors, may perform maintenance, repairs or alterations during availability periods for the vessels. The contractor shall accommodate these activities as required in individual delivery orders.
- 1.2.3.4. The contractor shall assign one lead individual for each ship repair availability delivery order who will be the contractor’s primary point of contact for that order. This lead individual shall coordinate all aspects of the order with the designated Government representative, keeping the Government representative apprised of schedule, technical, material and financial issues pertaining to the order.
- 1.2.3.5. Workmanship

1.2.3.5.1. Work shall be performed in accordance with the terms of this contract and of each ship repair delivery order, including any drawings or specifications identified. Navy and MSC specifications and standards of material and workmanship shall be followed, as described in each delivery order. Unless specifically provided otherwise in a ship repair delivery order, the contractor's and its subcontractors' quality of workmanship and all material, equipment, and articles used by either in the performance of work under this contract shall comply with the applicable rules and requirements of the ABS, the United States Coast Guard, Safety of Life at Sea (SOLAS), the International Convention for the Prevention of Pollution from Ships (MARPOL), MSC General Technical Requirements, the Institute of Electrical and Electronic Engineers, and United States Public Health Service Service. All material shall be new, defined in MSC General Technical Requirements, unless otherwise identified in the order.

1.2.3.6. Key Personnel

1.2.3.6.1. The following positions are key: On-Site (Production) Supervisor, Mechanical Supervisor, Structural Supervisor, Electrical Supervisor and Paint Services Supervisor.

1.2.3.7. Minimum Key personnel qualification requirements:

1.2.3.7.1. On-Site (Production) Supervisor-

- Completion of an apprenticeship program or its equivalent and eight (8) years experience in a mechanical, structural, electrical or electronics trade , with at least two (2) of those years in a trades supervisory capacity.
- One (1) year experience in QA procedures and requirements as they relate to shipboard equipment and systems.
- Experience in reading and interpreting blue prints, technical manuals and other technical data and in sequencing work appropriately to eliminate duplicative work effort.
- Experience in testing, troubleshooting and inspecting installed equipment and systems.
- Excellent communication skills and computer literacy.
- Familiarity with Navy shipboard systems and operations.

1.2.3.7.2. Mechanical Supervisor-

- Six (6) years of experience installing ship machinery such as auxiliary motors, pumps, compressors and other auxiliary equipment and with connecting such machinery to existing ship systems.

1.2.3.7.3. Structural Supervisor-

- Six (6) years of experience with layout, fabrication, and assembly of various metal structural parts and large vessel components (e.g., shell, deck and bulkhead plates: I-beams, channel bar, angle bar). This includes cutting and shaping of parts, shop sub-assembly of parts and positioning, alignment and securing of parts and sub-assemblies.

1.2.3.7.4. Electrical Supervisor-

- Six (6) years of experience in the installation, alteration, repair, troubleshooting, maintenance, testing and operation of electrical equipment or systems such as distribution panels, console wiring, instrumentation wiring, control switches, wiring, power and lighting.

1.2.3.7.5. Paint Services Supervisor-

- Four (4) years of experience with surface preparation; application of paint to surface by means of brushes, rollers, spray guns and other means of application; and application of various other protective coatings (e.g., epoxies, inorganic zinc, polyurethane, polyester and non-skid materials).

1.2.3.8. Ordnance Handling Equipment Certification

- 1.2.3.8.1. The contractor must be capable of obtaining certification by the Naval Packaging, Handling, Storage and Transportation (PHS&T) Division, a detachment of NSWC Indian Head, to perform all required tests and inspections, of the equipment listed in J-10 OHE Equipment. NAVSEA Tech Manual SG420-AP-MMA-010, available upon request, provides all required information on test fixtures and certification requirements. As a private entity, the contractor will be required to arrange a site certification from NSWC - PHS&T, after award.

1.3. Security

- 1.3.1. The contractor is responsible for complying with the individual security requirements outlined in each delivery order issued under this contract.

1.4. Delivery Order Pricing

1.4.1. Labor Rates

- 1.4.1.1. Straight Time, as provided in CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, & CLIN 0023, is defined as an hour of production work, defined below in section 1.4.4, performed during an employee's scheduled eight (8) hours per day, five (5) days per week.
- 1.4.1.2. Over Time, as provided in CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, & CLIN 0023, is defined as an hour of production work, defined below in section 1.4.4, performed in excess of eight (8) hours per day or in excess of 40 hours per week.
- 1.4.1.3. Premium time, as provided in CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, & CLIN 0023, is defined as an hour of production work, defined below in section 1.4.4, performed on holidays.
- 1.4.1.4. Pricing of the ship repair delivery orders and modifications will be based on the applicable hourly rates agreed to in this contract. The contractor shall perform work on a firm-fixed-price basis. Increases or decreases in the required hours to complete the ordered work shall not be a basis for a price adjustment.

1.4.2. Materials - ship repair delivery orders

- 1.4.2.1. The material cost shall be negotiated based on supporting documents such as quotes, catalogs, or other pricing information pursuant to the specific delivery order.
- 1.4.2.2. Costs for consumable materials such as office supplies, paper, rags, vehicles or equipment fuel costs, etc., shall be included in the contractor's overhead cost and not separately priced.
- 1.4.2.3. The material mark-up provided in CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, & CLIN 0023, applies to materials to be provided to the ship as part of the repair that will sail away with the ship (e.g. equipment, replacement steel, pipes, and specialty

fasteners). Materials consumed or used in the process of repair (e.g. welding rods, paint buckets, paint brushes, protective clothing, common fasteners) are part of the contractor's overhead and not subject to the mark-up. The mark-up will be applied to the actual cost of the material. Actual cost does not include handling charges, general and administrative cost, overhead, profit or any other indirect cost.

1.4.3. Subcontracting Support – ship repair delivery orders.

1.4.3.1. The Government may include in a delivery order a requirement for support contractors, such as engine manufacturer representatives, electronic specialists and other highly qualified specialist subcontractors. When specifically included in a delivery order, the actual cost of these subcontractors may be marked-up as provided in CLIN 0003, CLIN 0008, CLIN 0013, CLIN 0018, & CLIN 0023. Actual cost does not include handling charges, general and administrative cost, overhead, profit or any other indirect cost. All other subcontracting is not subject to the mark-up, but will be negotiated based on the labor rates for production work.

1.4.4. Production work

1.4.4.1. Production work is skilled labor at the journeyman level expended in direct production, performed by the contractor or its subcontractors, as exemplified by the following trades:

Abrasive cleaning/blasting	Tank cleaning
Welding	Machinists (inside and outside)
Burning	Brazing
Carpentry	Electrical Work
Electronic Work	Shipfitting
Lagging	Painting
Boilermaking	Pipefitting
Sheetmetal Work	Engineering
Rigging	Staging/scaffolding
General Labor	Fire Watch

1.4.4.2. Production work will not include those functions (whether charged directly or indirectly in the contractor's accounting system) which are herein defined as support for production functions. Necessary support functions are considered to be included in the contractor's fully burdened rate for direct production manhours. Examples of support functions include:

Testing	Quality Assurance
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Planning	Cleaning (except tank cleaning)
Material handling & Warehousing	Security
Surveying	Administration
Transportation	Purchasing staff
Lofting	Other indirect support Supervision

1.5. Hazardous Materials

1.5.1. Asbestos

1.5.1.1. All material provided by the contractor shall be asbestos-free. If material which contains asbestos is inadvertently specified, it shall be the contractor's responsibility to substitute an otherwise equivalent non-asbestos product.

1.5.1.2. If during performance a specification requires the contractor to remove insulation, lagging bulkhead materials, or other items that historically contain asbestos or which may contain asbestos, that material shall be handled and disposed of in accordance with H-4 and all applicable Federal, US Navy, State and local regulations.

1.5.2. Lead-Paint

1.5.2.1. The contractor shall comply with all applicable Federal, US Navy, State and local regulations regarding the safe removal and disposal of lead-paint.

1.5.3. Oil and Oily Waste

1.5.3.1. The contractor shall comply with all applicable Federal, US Navy, State and local regulations regarding the safe handling, storage, removal, and disposal of oil and oily-waste.

1.5.4. Other Hazardous Waste

1.5.4.1. If any other waste generated meets the EPA or Guam EPA designation as hazardous, the contractor shall follow all procedures to ensure that the handling, storage, removal, and disposal is in compliance with all applicable laws.

1.5.5. Disposal

1.5.5.1. The contractor shall use an EPA certified waste disposal contractor. Any hazardous waste generated under this contract will be documented by the contractor and a copy of the proper disposal transfer paperwork retained by the contractor. At the end of each week the contractor shall forward a copy of all transfer paperwork, from that week, showing proper disposal to both the contract COR and delivery order COR. If no waste was generated, the report, CDRL 01, should so state.

2. FACILITY UPKEEP (GFP)

2.1. The contractor shall, for the per diem rated identified in CLINs 0001, 0006, 0011, and 0012 provide the Government with the following support. The contractor is solely responsible for accomplishing the ship repair availabilities with or without the use of the Government Furnished Property (GFP). The GFP is being provided to aide in the completion of ship repair work; however, the accomplishment of the work with or without the GFP is the contractor's responsibility.

2.2. Management and Maintenance of Government Furnished Property

2.2.1. The contractor shall have use of all buildings, structures, equipment, land, and improvements within the boundary line as shown in Attachment J-6, to perform the ship repair work described under section 1.0, above, as well as any other ship repair work under separate U.S. Government contracts. The Government shall provide said property to the contractor as GFP. The contractor shall manage and maintain the GFP by providing preventative maintenance, routine maintenance, sustainment, and repair of GFP, which includes, but is not limited to, ground improvements, utilities, facilities, wharves and installed equipment furnished by the Government. The contractor shall comply with FAR 52.245-1, 52.245-2, and 52.245-9 with respect to the management, maintenance, and utilization of the GFP.

2.3. Government Furnished Property(GFP) Provided for U.S. Government Ship Repair (Upkeep)

2.3.1. Prior to the use and occupancy of GFP, a Joint Inspection and Inventory Report (JIIR), CDRL 02, including photographs of the GFP shall be generated and signed by the contractor and Government Property Administrator (as assigned by the Contracting Officer) in accordance with FAR 52.245-1(f)(1)(iii) to document the current condition and serve as a baseline.

- 2.3.1.1. A JIIR will describe the condition of the GFP and will note any deficiencies which are found to exist. The JIIR shall be attached to and made a part of the Contract, and shall be signed and dated by the signatories to this contract or their designees.
- 2.3.1.2. Each building or facility in the JIIR shall be identified by building number or facility number.
- 2.3.1.3. The JIIR may be jointly updated periodically to document the condition of Government property during the term of the contract and provide an assessment of necessary maintenance, major repairs, or capital improvements.
- 2.3.1.4. All facilities and property delivered to contractor under this contract shall be delivered in “as is,” “where is” condition. The Government makes no warranty to its usability generally or its fitness for any particular purpose. The above lack of warranty or liability for the condition of the GFP by the Government does not in any way relieve the Government from legal responsibility it might have with regard to environmental restoration of the GFP.
- 2.3.2. Upon expiration or termination of the contract, the contractor shall return the GFP to the Government in at least the same condition in which it was received, reasonable wear and tear and Acts of God excepted.
- 2.3.3. As provided below in 2.4.1.1, the contractor shall provide a maintenance plan consistent with FAR 52.245-1(f) (1) for Government review and approval within 45 days of contract award. The plan shall include a schedule for routine preventative maintenance (PM) and repair to be performed each year. Thereafter, the updated maintenance plan shall be submitted within 15 days after the exercise of any option.
- 2.3.4. The contractor shall perform all normal and routine preventative maintenance (PM) and repair on GFP sufficient to ensure no further deterioration from that noted in the JIIR, normal wear and tear, and damage due to Acts of God excepted.
- 2.3.5. Normal and routine preventative maintenance (PM) and repair shall include all utility systems within facilities furnished as Government property and extend to the boundaries specified in Attachment J-6.
- 2.3.6. The contractor shall be responsible for general housekeeping, including, but not limited to, grounds maintenance, janitorial services, refuse removal and pest control for areas furnished

as Government Property. Debris, trash and other undesirable materials, including derelict equipment, shall be promptly removed from the property and disposed of properly. The property shall be kept reasonably clean and free of undesirable materials at all times.

2.4. Maintenance of Government Furnished Property Provided for US Government Ship Repair

2.4.1. The Government shall not be required to furnish any services or facilities to the contractor or make any repair or alteration in or to the GFP. The contractor shall, at its own expense, protect, preserve, maintain, and repair the GFP in at least as good condition as when contractor received it as reflected in the JIIR, normal wear and tear, and Acts of God excepted. The contractor's responsibilities shall include, but not be limited to:

2.4.1.1. Maintenance Plan, CDRL 03:

2.4.1.1.1. Preventative Maintenance Plan:

2.4.1.1.2. The contractor shall provide a maintenance plan for the land, buildings, facilities and utilities (not to include the contractor's operations and equipment) for Government review and approval within 45 days of the contract award date. Thereafter, the updated maintenance plan will be submitted within 15 days after the exercise of any option. This plan shall reflect sustainment and repair tasks to be performed by the contractor on the GFP. The Government shall have the right, without notice, to inspect the premises in order to determine the contractor's compliance with the execution of the maintenance plan. The sustainment obligations incurred by the contractor shall be in compliance with FAR 52.245-1 and be separate and distinct from: (1) capital improvement projects approved by the Government and; (2) any alteration/modification projects for the sole benefit of the contractor.

2.4.1.1.3. Examples of topics to include in the maintenance plan include, but are not limited to:

- a. Facility repairs performed in accordance with the maintenance plan.
- b. Preventative maintenance work.
- c. Repair of expected wear or aging of exterior surfaces (i.e. roof patching, repairing pieces of siding, window and door moving parts and contact surfaces).

- d. Repair of expected wear or aging of interior surfaces (i.e. peeling paint, peeling wallpaper, broken ceiling tiles, worn flooring).
- e. Repair and replacement of HVAC system components.
- f. Repair and replacement required due to poor maintenance but close to expected service life.
- g. Replacement of a system that has exceeded its expected life:
Examples: HVAC, plumbing, wiring, roof.
- h. Repair and waterproofing exterior enclosure system.
- i. Replacement of an existing deteriorated pipe, conduit, or duct with comparable components.
- j. Spot repair, overlay, or seal coating of existing deteriorated pavement.
- k. Replacing broken pavement areas with the same depth and strength.
- l. Resealing joints along concrete pavement seams.
- m. Cleaning storage tank interior oxidation deposits.

2.4.1.1.4. Utility Maintenance Section

The contractor shall be responsible for maintaining utilities in a safe and serviceable condition. This shall include all active equipment. Operators of equipment shall be responsible for preoperational inspections and reporting deficiencies. Non-scheduled maintenance shall be performed any time a visual or operation inspection determines that continued use of equipment without repair may cause further damage or that the equipment is unsafe to operate. All services shall be readily available for connection at any time to provide services for emergency or times of urgent needs. Records of inspection shall be made available for review and inspection.

Maintenance of Water Systems:

- a. Provide a Preventive Maintenance Plan for all valves, backflow preventers, pressure regulating valves, and provide all corrective maintenance for the water distribution system.

Maintenance of Sewage Systems:

- a. Provide Preventive Maintenance Plan for all valves, and pumping stations.
- b. The oily water separator, if any, and sewage systems shall be maintained to comply with all Federal, State and local regulations.

Maintenance of Electrical Systems:

- a. Provide Preventative Maintenance Plan for the following electrical components:

- Primary Distribution Lines
- Secondary Lines
- Secondary components
- Power Poles
- Transformers
- Wharf Substations
- Exterior Lighting
- Building Electrical Connections

2.4.2. The contractor is solely responsible for all required permits in order to provide an operational facility. The Government will not bear any costs associated with obtaining permits.

2.5. Additional Government Requirements (Facilities)

2.5.1. The Government, at its discretion, may require upkeep above and beyond the requirements outlined in this contract. . These requirements will be issued on an as needed basis and may be resultant from events such as a typhoon or earthquake. The price negotiated will not exceed the rates described in CLIN 0002, CLIN 0007, CLIN 0012, CLIN 0017, & CLIN 0022

2.5.1.1. Straight Time, as described in CLIN 0002, CLIN 0007, CLIN 0012, CLIN 0017, & CLIN 0022, is defined as an hour of upkeep work, defined below in 2.5.1.5, performed during an employee's scheduled eight (8) hours per day, five (5) days per week.

2.5.1.2. Over Time, as described in CLIN 0002, CLIN 0007, CLIN 0012, CLIN 0017, & CLIN 0022, is defined as an hour of upkeep work, defined below in 2.5.1.5, performed in excess of eight (8) hours per day or in excess of 40 hours per week.

- 2.5.1.3. Premium time, as described in CLIN 0002, CLIN 0007, CLIN 0012, CLIN 0017, & CLIN 0022, is defined as an hour of upkeep work, defined below in 2.5.1.5, performed on holidays.
- 2.5.1.4. Pricing of the Additional Government Requirements, upkeep, delivery orders and modifications will be based on the applicable hourly rates agreed to in this contract. The contractor shall perform work on a firm-fixed-price basis. Increases or decreases in the required hours to complete the ordered work shall not be a basis for a price adjustment.
- 2.5.1.5. Upkeep work, is work performed by contractor or subcontractor personnel to support additional Government requirements for upkeep of the facility provided in Attachments J-5 & J-6. Only work ordered by the Contracting Officer qualifies as additional Government requirements. Without Contracting Officer approval any work accomplished will be considered part of the base upkeep requirement.
- 2.5.2. Upon the Government's election to pursue additional upkeep requirements, the Government and contractor shall meet, on an as needed basis, to define the scope of a designated project or service.
- 2.5.3. The Government may provide a complete design package to the contractor for the additional upkeep requirements.
- 2.5.4. Prior to the commencement of any additional upkeep requirements, the Government will negotiate with the contractor a firm-fixed price utilizing the AGR rate in place at the time and the applicable subcontractor and material mark-ups. Upon agreement, authorization to proceed will occur only through written approval from the Government. Approval shall be made in the form of a Delivery Order by the Contracting Officer. Upon completion of the additional upkeep requirements, the Contracting Officer shall provide a written final acceptance of the work.
- 2.5.5. The Government will retain the right of technical review of any work to be delivered or services to be provided. A Government representative may oversee the work solely for the benefit of the Government and confirm satisfactory completion to the Contracting Officer or his representative designated in writing. Title to any improvements constructed or provided shall vest in the Government upon acceptance. Any bills of sale, purchase receipts, written warranties and other indicia or documents of ownership shall be delivered to the Government upon its acceptance of the improvement or service. Written warranties shall include, but not be limited to, a warranty that work performed conforms to the contract

requirements and is free of any defect in equipment, material, design or workmanship performed, and that the contractor or any subcontractors will remedy any failure to conform or any defect promptly and at its sole expense. Additionally, any warranty must agree that the contractor or subcontractor shall remedy any damage to Government owned or controlled real or personal property when that damage results from either contractor failure to conform to contract requirements or any defect of equipment, material, workmanship or design. All warranties shall name the Government as an additional beneficiary. Contractor shall enforce all warranties for the benefit of the Government, if directed by the Government.

2.6. Environmental:

- 2.6.1. The contractor shall provide environmental monitoring and compliance plans, CDRL 04 to include, but not limited to, management of hazardous waste, storm water, sewage discharge permit, spill prevention control and countermeasures (SPCC), Emergency Planning & Community Right-to-Know Act (EPCRA), pesticides, air and National Pollutant Discharge Elimination System (NPDES) within sixty (60) days of contract award.
- 2.6.2. Within ninety (90) days of contract award the contractor shall submit to the Government its plan to develop and implement an Environmental Management System (EMS) ,CDRL 05, appropriate for its operation and that conforms to the International Organization for Standardization (ISO) 14001 standard. The contractor's EMS should be fully implemented and ISO compliant within 180 days of contract award.
 - 2.6.2.1. Conformance with ISO shall be determined by a "third party" conformance audit of the contractor's EMS and at the expense of the contractor. The "third party" auditor will be approved prior to the audit by the Naval Base Guam Environmental Officer. EMS Conformance audits shall be performed yearly should the contractor's EMS have major non-conformances. If the contractor's EMS conforms to the ISO standard, then EMS audits will be performed once every three years. These periodic EMS audits shall also be performed at the expense of the contractor.
 - 2.6.2.2. The contractor and the Government shall meet periodically but not less than quarterly to review the continuing appropriateness of the contractor's EMS and environmental performance. With reasonable notice, the Government will have the ability to inspect the contractor's operations, environmental records and compliance plans to ensure contractor operations meet its EMS requirements.
 - 2.6.2.3. The contractor shall be solely responsible for obtaining any environmental permits required for its operations. Any and all environmental permits required by the contractor for its operations shall be subject to prior concurrence by the Government.

The contractor agrees that the Government shall not be liable for damages relating to contractor's inability to obtain any environmental permits. Copies of all permits obtained shall be provided to the Government, CDRL 06.

2.7. Safety

2.7.1. The contractor shall comply with Navy P-307 for both its crane and rigging equipment and any equipment it chooses to use of the Government's such as any provided overhead cranes in buildings. The contractor shall also comply with EM 385-1-1 and OSHA 1910 standards.

2.8. Insurance

2.8.1. The contractor shall within ten (10) days after award of this contract, furnish to the Contracting Officer a Certificate of Insurance, CDRL 07, as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below. This insurance must be maintained during the entire performance period. Before commencing work under this contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the contractor gives written notice to the Contracting Officer. The contractor may need additional insurance to perform this contract; however, providing the certificate to the Government is only a requirement for the below insurances.

2.8.1.1. Coverage

2.8.1.1.1. Comprehensive General Liability: \$500,000

2.8.1.1.2. Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily Injury; \$20,000 per occurrence for property damage.

2.8.1.1.3. Workmen's Compensation: As required by the Federal Workers' Compensation Employer's Liability Coverage: \$100,000 except in areas where workers' Compensation; may not be written by private carriers.

2.8.1.1.4. Above insurance coverage's are extend to contractor personnel operating Government owned equipment and vehicles.

2.9. Key Personnel

2.9.1. The following positions are key: Facilities Manager and Environmental Manager.

- 2.9.1.1. Minimum Key personnel qualification requirements:
 - 2.9.1.1.1. Facilities Manager
 - A minimum of 8 years experience in facilities maintenance and upkeep.
 - 2.9.1.1.2. Environmental Manager
 - B.S. in engineering or the sciences and a minimum of 6 years experience in the industrial environmental compliance.
3. ALTERATIONS - Alterations or Modifications to Government Property at contractor's discretion
 - 3.1. The contractor, or any subcontractor, shall not construct or make any substantial alterations, additions, modifications, excavations, betterments, or improvements to, installations upon, or otherwise modify or alter the GFP in any way (collectively, "Alterations") including those that may adversely affect the cleanup, human health or the environment, without the prior written consent of the Government. That consent shall not be unreasonably withheld or delayed. Further, that consent may involve a requirement to furnish the Government with a complete design package of the described alteration project.
 - 3.2. The Government will retain the right of technical review of any proposed work to be delivered or services to be provided. A Government representative may oversee the work solely for the benefit of the Government and confirm satisfactory completion to the Contracting Officer or his representative designated in writing. The Contracting Officer shall provide a written final acceptance of the work. Title to any improvements constructed or provided shall vest in the Government upon acceptance. Any bills of sale, purchase receipts, written warranties and other indicia or documents of ownership shall be delivered to the Government upon its acceptance of the improvement or service. Written warranties shall include, but not be limited to, a warranty that work performed conforms to the contract requirements and is free of any defect in equipment, material, design or workmanship performed, and that the contractor or any subcontractors will remedy any failure to conform or any defect promptly and at its sole expense. Additionally, any warranty must agree that the contractor or subcontractor shall remedy any damage to the Government owned or controlled real or personal property when that damage results from either contractor failure to conform to contract requirements or any defect of equipment, material, workmanship or design. All warranties shall name the Government as an additional beneficiary. The contractor shall enforce all warranties for the benefit of the Government, if directed by the Government.
 - 3.3. Alterations proposed for the GFP by the contractor must be in compliance with National Environmental Policy Act (NEPA). Any request for written consent submitted by contractor

shall be accompanied by environmental documentation prepared pursuant to the requirements of NEPA and its implementing regulations at no additional cost to the Government.

- 3.4. Alterations must comply with base appearance and design standards. For any alteration in the proximity of any known Navy Environmental Restoration Program (ERP) site, that consent may also include a requirement for the written approval of the Government's Remedial Project Manager in addition to approval by the Contracting Officer. The alterations shall be done in a workmanlike manner and be subject to the requirements of all state and local building codes, as applicable.
- 3.5. Upon completion or termination of this contract, in whole or in part, or upon revocation or surrender of any subcontract, the contractor shall, at the option of and to the extent directed by the Government, either;
 - 3.5.1. Promptly remove all alterations made or installed and restore the GFP to the same or as good condition as existed on the contract beginning date, reasonable wear and tear and Acts of God excepted, or abandon the alterations in place, at which time title to the alterations shall vest in the Government.
- 3.6. All personal property and trade fixtures of the contractor or any of its subcontractors shall be removed and the contractor shall be liable for the repair any damage (whether caused by it or its subcontractors) to the GFP resulting from removal.
- 3.7. The Government reserves the right to pursue any capital improvements or alterations to the GFP at its discretion. The Government may employ third party contractors in making such improvements or alterations.

4. UTILITIES (CLIN 0004, CLIN 0009, CLIN 00014, CLIN 00019, & CLIN 00024)

4.1. General

- 4.1.1. Utilities reimbursable under this CLIN are: electricity, water, sewage, steam, and distilled water.
- 4.1.2. The contractor shall establish accounts with the utility provider for the provision of each utility. The contractor shall pay its bill under the terms and conditions applicable to its accounts. The Government shall reimburse the contractor for the electricity, water, sewage, steam, and distilled water consumed in the performance of this contract, including that consumed for ship repair work, subject to the following:

- 4.1.2.1. Submission of a properly supported invoice. In the case of distilled water, a copy of the contractor's signed receipt must be attached.
- 4.1.2.2. The Government will reimburse the contractor for all utilities only at the same rate and amount billed by the utility provider. Reimbursement shall not include handling charges, general and administrative cost, overhead, profit or any other indirect cost.
- 4.1.2.3. After the first month, the contractor shall provide the Government with an estimate for the next month's utilities before the 15th day of the preceding month.
- 4.1.2.4. When the contractor expects total funding expended for utilities to reach 85 percent of the total funds available on CLIN 0004, CLIN 0009, CLIN 00014, CLIN 0019, or CLIN 0024, the contractor shall notify the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance. The contractor shall not exceed or incur costs that exceed the amount of funding stated on CLIN 0004, CLIN 0009, CLIN 00014, CLIN 0019, or CLIN 0024.
- 4.1.2.5. The Government is not obligated to reimburse the contractor for otherwise reimbursable utilities in excess of the funded amount stated on CLIN 0004, CLIN 0009, CLIN 00014, CLIN 0019, & CLIN 0024.
- 4.1.2.6. The contractor is not obligated to continue performance of any work under this contract that would cause it to incur utility costs in excess of the funded amount on CLIN 0004, CLIN 0009, CLIN 00014, CLIN 0019, & CLIN 0024 unless the Contracting Officer notifies the contractor in writing that the funded amount stated on CLIN 0004, CLIN 0009, CLIN 00014, CLIN 0019, & CLIN 0024 has been increased. In the event notification is made orally, such notification shall be followed up in writing within two working days.
- 4.1.2.7. No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the contractor.
- 4.1.2.8. Change orders shall not be considered an authorization to exceed the funded amount stated on CLIN 0004, CLIN 0009, CLIN 00014, CLIN 0019, & CLIN 0024 unless they contain a statement expressly increasing the funded amount of CLIN 0004, CLIN 0009, CLIN 00014, CLIN 0019, & CLIN 0024 by a sufficient amount to cover the change order.
- 4.1.2.9. The contractor shall be reimbursed by the Government no more frequently than monthly for the amount of utilities consumed.

4.2. Vessel Utility Requirements

- 4.2.1. With the exception of distilled water, the contractor shall for each utility supplied to a vessel (including barges) ensure a utility meter is installed to measure consumption. The contractor shall keep a record of vessel utility usage (that the Government reserves the right

to inspect at any time) and provide a monthly consumption report, CDRL 08, to the Contracting Officer. The monthly report shall include a copy of the contractor's signed receipt for any distilled water supplied to a vessel.

- 4.2.2. With respect to each utility, if the contractor fails, in whole or in part, to install and maintain a meter to measure vessel consumption as required by paragraph 4.2.1, above, the Government will not reimburse the contractor for that utility for the entire month in which such failure occurs. A failure straddling multiple months will relieve the Government of paying for a utility for multiple months.

5. WORK OUTSIDE CONTRACT

- 5.1.1. The use of the facilities for any other purpose besides Government work on other Military Sealift Command contracts is strictly prohibited, unless pre-approved in writing by the Contracting Officer.
- 5.1.2. The contractor will perform no work, utilizing the facilities provided in this contract, unless it is ordered or allowed by the Contracting Officer
- 5.1.3. The Contractor shall request approval from the Contracting Officer for utilizing the GFP for any purpose other than performing work for the Government under this or other Military Sealift Command contracts. The policies and procedures outlined in FAR 52.245-9 will be used to determine whether outside work is permitted and what, if any, compensation is due to the Government for the use of the property.

Section D - Packaging and Marking

D-1 WOOD PACKAGING MATERIAL (WPM) - ADDITIONAL DELIVERY INSTRUCTIONS

In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved "DUNNAGE" stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

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
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government
0025	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

The below chart outlines the order periods under this contract. Should a delivery order bridge periods, the rates applicable on the date the delivery was issued shall apply to any modifications to that delivery order.

Period	Ordering Start Date	Order End Date
Base (CLINs 0001 – 0005)	01 Oct 2013	30 Sep 2014
Option Order Period I (CLIN 0006 – 0010)	01 Oct 2014	30 Sep 2015
Option Order Period II (CLIN 0011– 0015)	01 Oct 2015	30 Sep 2016
Option Order Period III (CLIN 0016 – 0020)	01 Oct 2016	30 Sep 2017
Option Order Period IV (CLIN 0021 – 0025)	01 Oct 2017	30 Sep 2018

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 11-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0002	POP 11-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0003	POP 11-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0004	POP 11-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	

0005	POP 11-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
0006	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
0007	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
0008	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
0009	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
0010	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
0011	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
0012	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
0013	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
0014	POP 30-SEP-2015 TO 01-OCT-2016	N/A	N/A FOB: Destination
0015	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
0016	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination
0017	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination
0018	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination
0019	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination
0020	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination
0021	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination
0022	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination

0023	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination
0024	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination
0025	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

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

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages in an amount that will be stated in each delivery order.

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

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

(End of clause)

Section G - Contract Administration Data

G-1 MSC SPECIFIC WIDE AREA WORKFLOW (WAWF)**INSTRUCTIONS (AUG 2012)**

The information contained in this instruction is supplemental to DFARS

252.232-7006.

The information contained in the table in DFARS 252.232-7006 is for WAWF purposes only. Information included in DFARS 252.232-7006 and this WAWF instruction apply only to WAWF Invoicing and WAWF Receiving terms and conditions of the contract.

When entering the invoice into WAWF, the Contractor shall fill in the DoDAAC fields or DoDAAC extensions exactly as shown in the table in DFARS 252.232-7006. Fields that should not be filled in when entering the invoice into WAWF will be indicated with the direction, "Leave Blank."

In some situations the WAWF system will pre-populate the "Pay DoDAAC," "Admin By DoDAAC" and "Issue By DoDAAC." The Contractor shall verify that those DoDAACs automatically entered by the WAWF system match the information in the table in DFARS 252.232-7006. If these DoDAACs do not match, then the Contractor shall correct the field(s).

If Receiving Reports are required, ensure that the "Inspection" and "Acceptance" defaults of "destination" for both fields are not changed in the WAWF online interface.

The CLINs on the WAWF invoice shall be entered exactly as set forth in the contract document including CLIN number (e.g. 0001), Quantity (may be adjusted for actual quantity or dollar value delivered and invoiced), and Unit Price (e.g. \$1.00). The dollar amounts on each CLIN or SubCLIN on the WAWF invoice shall reflect final performance values, but in no instance can the dollar amount for each CLIN or SubCLIN exceed what is specified in the contract document. The Contractor shall bill to the lowest level, e.g., the SubCLIN level. The Quantity and Unit of Measure fields must be filled out exactly as indicated in the CLINs and SubCLINs to reduce the possibility of the invoice being delayed or rejected during processing.

Before closing out of an invoice session in WAWF, but after submitting the document or documents, the Contractor will be given the option to send additional email notifications by clicking on the "Send More Email Notifications" link that appears on the page. The Contractor shall click on this link and add the Technical Point of Contact's (TPOC) or Contracting Officer's Representative's (COR) email address in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the

Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF system.

(End of instructions)

G-2 ORDERING

The contractor agrees to submit a proposal for each repair availability identified by the Contracting Officer .

G-3 MODIFYING ORDERS

During performance of each Delivery Order the Government may request Change Proposals (sometimes referred to as "RFPs) from the contractor in response to actual conditions discovered during performance. The Contractor shall respond to each "RFP" within three business days with a priced proposal to modify the original Delivery Order to incorporate the conditions or work described in the "RFP". Orders having schedule impact must be documented in the "RFP" response provided by the contractor.

G-4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

This contract will have multiple CORs. Each COR will be identified in writing to the Contractor after award. The area of responsibility for each will also be identified. CORs may be assigned in the following areas: ship repair, oversight of GFP upkeep, and oversight of individual Delivery Orders.

G-5 MINIMUM GUARANTEE/CONTACT MAXIMUM

The Government's minimum guarantee under this contract is the amount on CLIN 0001. The maximum that may be ordered under this contract is the total contract value reflected in section B, excluding reimbursable CLINs.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) - ALTERNATE I (APR 2011)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611.
- (2) The small business size standard is 1000 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer 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 offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer 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 (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror 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 offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer 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 (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror 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 offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, 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

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," 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 (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N40446
Issue By DoDAAC	N00033
Admin DoDAAC	N00033
Inspect By DoDAAC	Leave blank or insert “Not Applicable”
Ship To Code	N62387
Ship From Code	Leave blank or insert “Not Applicable”
Mark For Code	Leave blank or insert “Not Applicable”
Service Approver (DoDAAC)	Leave blank or insert “Not Applicable”
Service Acceptor (DoDAAC)	Leave blank or insert “Not Applicable”

Accept at Other DoDAAC
LPO DoDAAC
DCAA Auditor DoDAAC
Other DoDAAC(s)

Leave blank or insert “Not Applicable”
Leave blank or insert “Not Applicable”
Leave blank or insert “Not Applicable”
Leave blank or insert “Not Applicable”

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

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.
Courtesy copies should be sent to Delivery Order COR and MSC Contracting Officer.

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

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

MSCHQ_WAWF@navy.mil.

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

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

(End of clause)

Section H - Special Contract Requirements

H-1 PREVENTION OF THE DISCHARGE OF OIL AND HAZARDOUS SUBSTANCES

(a) **POLICY.** The policy of the Department of the Navy is to conform to the provisions of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq), and the Oil Pollution Act of 1990, as amended (33 U.S.C. 2701 et seq), insofar as these Acts prohibit the discharge of oil, oily mixtures, and hazardous substances, and regardless of whether or not these Acts pertain specifically to the Naval vessel and shore activities. The provisions of this clause are intended to implement that policy with respect to the vessel(s) being constructed or undergoing repair and overhaul under this contract.

(b) **Definitions.** For the purpose of this clause, the terms "oil," "oily mixtures," "hazardous substance," and "discharge" shall have the meanings as defined in the Acts referred to in Paragraph (a) of this clause and other environmental statutes.

(c) **Trials.** Prior to commencement of any dock or sea trials hereunder, the contractor shall assure the COR by demonstrations, completed test memoranda, or other means reasonably acceptable to the COR that all equipment, the function of which is to prevent the accidental discharge of oil, oily mixtures, or hazardous substances from the vessel, that the contractor is required by the specifications to install, are fully operable.

(d) **Reports.** The contractor shall, as soon as he has knowledge of any discharge of oil, oily substance, or hazardous substance from the vessel, immediately notify the COR thereof and shall immediately take all reasonable steps to prevent further discharge. Within 24 hours thereafter, the contractor shall file with the COR the "Oil or Hazardous Substance Discharge Report" set out in the DD Form 1423.

(e) **Liability.** The contractor shall not be liable for the costs incurred by the Government for the removal of such oil, oily mixture, or hazardous substance, except that the contractor shall be liable to the Government for all such costs of removal where such discharge was the result of willful negligence or willful misconduct within the privity and knowledge of the contractor.

H-2 PAPERLESS CONTRACT ADMINISTRATION

(a) The contractor shall coordinate with the Contracting Officer after award an electronic mail procedure for transmission of all contractual documents and correspondence. Contractors shall receive all contractual documents and correspondence via this method, and shall submit all correspondence and proposal information in the same manner. Scanners may be used for documents requiring signatures or .pdf files with signature authentication. MSC utilizes the MS

Office suite of applications (i.e. Word, Excel) and Adobe Acrobat to conduct its contracting administration. Contractors shall utilize the same programs.

H-3 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

(a) In performing this contract, the contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the contracting officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies are contravened and no appearance of a conflict of interest will result.

H-4 ASBESTOS REMOVAL REQUIREMENTS

(a) During the performance of this contract the contractor and any subcontractors may be required to perform work which involves the removal or disturbance of asbestos or asbestos containing products. This clause applies to each instance of asbestos removal or disturbance.

(b) The contractor shall comply with the precautions required in 29 CFR 1910.1001, 29 CFR 1926.58

and 40 CFR Part 61 and all other applicable Federal, State, and Local restrictions. The contractor shall forward a copy of all required notices, licenses and permits to the Contracting Officer immediately upon issuance or receipt.

(c) The latest change to the Federal, State and Local Regulations in effect at the time of issuance of the contract shall govern. Compliance with these regulations is mandatory and is necessary to protect the employees of the contractor and Naval personnel from exposure to asbestos fibers in excess of the Occupational Safety and Health Administration (OSHA) Action level airborne concentration (currently 0.1 fibers per cubic centimeter (f/cc) of air).

(d) During removal or disturbance, the contractor shall control airborne asbestos concentrations outside the removal boundary to less than 0.1 f/cc at all times.

(e) After removal or disturbance is complete, the areas within the removal boundary shall not be released for re-occupancy until clearance air sampling demonstrates these spaces have concentrations of asbestos less than 0.1 f/cc.

(f) In all respects, the performance of air sampling and analysis shall be performed in accordance with the OSHA Reference Method (Appendix A of 29 CFR 1910.1001), with the following additional specifications:

(1) Aggressive clearance sampling shall be performed on 25 mm cassettes at 2.0 liters per minute for a minimum of four hours.

- (2) In performing the clearance sampling, the pump shall be placed within the compartment where the removal or disturbance occurred. When this operation is conducted in a multilevel space, at least one pump shall be placed on each level.
 - (3) Air sampling shall be performed by a person competent in sampling procedures and overseen by an industrial hygienist certified for comprehensive practice (CIH) by the American Board of Industrial Hygiene.
 - (4) Laboratory analysis of samples shall be performed by a participant in the American Industrial Hygiene Association (AIHA) Proficiency in Analytical Testing (PAT) Program rated proficient for asbestos and air.
- (g) Personal sampling shall be conducted using breathing zone air samples, which are representative of the 8-hour Time-Weighted Average (TWA) exposure of each individual. Samples shall be collected and analyzed using the OSHA Reference Method contained in either 29 CFR 1910.1001 (as amended) or 29 CFR 1926.58 (as amended).
- (h) The contractor agrees to indemnify MSC, The Department of the Navy for any fines assessed by Federal, State or Local Agencies, for the contractor's failure to properly follow applicable Regulations.
- (i) The contractor shall insert this clause in all subcontracts entered into under this contract.

H-5 WAIVER OF CLAIMS

- (a) All requests for equitable adjustment to the contract price of any Delivery Order or its modification and any other claims whatsoever for monies due under this contract must be submitted to the Contracting Officer pursuant to the clause entitled "Disputes" within six (6) months of the redelivery of the vessel under each Delivery Order. All requests for equitable adjustment that are not submitted within the six (6) month limit shall be deemed to have been waived by the contractor.

H-6 ACCIDENT PREVENTION

- (a) The contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the contractor.
- (c) Prior to commencement of the work, the contractor may be required to:
- (1) submit in writing his proposals for effectuating provision for accident prevention.

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

H-7 ACCESS TO GOVERNMENT PROPERTY

(a) The contractor shall allow the Government unrestricted access to the facility at any time. The Government may at its discretion escort or authorize third party contractors access to the property.

H-8 ACCESS TO NAVAL BASE GUAM

(a) The contractor is responsible for all base access requests for its suppliers and its employees. The contractor will receive no additional compensation should the access to Naval Base Guam become further restricted due to increased security levels or other events resulting in restricted access to the Naval Base.

H-9 SUBSTITUTION OF KEY PERSONNEL

(a) General Provision. The contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with their proposal and who are necessary to fulfill the requirements of this contract. No substitutions of key personnel shall be made except in accordance with this clause.

(b) Guidance on Substitutions. During the first sixty (60) days of the contract performance period no personnel substitutions by the contractor will be made unless substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial sixty (60) day period, all proposed substitutions must be submitted in writing at least three weeks in advance of the proposed substitutions to the Contracting Officer and provide information required by paragraph (c) below.

(c) Request for Substitution. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information-requested by the Contracting Officer. A proposed substitute must have qualifications that are at least the equivalent of the qualifications of the original key person. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the contractor of his/her approval or disapproval thereof.

H-10 ALTERNATIVE REPAIR SOURCES

(a) The Government may compare the contractor's proposed price for ship repair work under this contract to prices proposed under other existing or future Government contracts and procurements and, in its sole discretion, award said work as dictated by the best interests of the Government. In such cases, the Government will inform the contractor that it will be conducting a

comparison and will afford the contractor the opportunity to negotiate a price at reduced rates. The reduced rates will apply only to the delivery order (including any modifications) under consideration.

H-11 PERMITS AND RESPONSIBILITIES

(a) The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

H-12 INDEMNIFICATION

(a) Contractor shall, to the extent permitted, save, indemnify and hold harmless the United States from any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage or disposal arising under contractor's occupancy, use or operations, or any other action by contractor giving rise to United States liability, civil or criminal, or any other action by contractor giving rise or responsibility under federal or local environmental laws. Contractor's obligations herein shall apply whenever the United States incurs costs or liabilities for contractor's activities as provided hereunder. This provision shall survive the expiration of this contract.

H-13 INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)

(a) The Contractor is hereby notified that material provided to it during the duration of this contract may have ITAR restrictions. The contractor shall comply with any distribution statement placed on any Government information provided to it throughout performance of this contract. The contractor is responsible for its compliance with ITAR.

H-14 SYSTEM FOR AWARD MANAGEMENT (SAM)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;
- (2) The Contractor's CAGE code is in the **SAM** database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (**SAM**)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM prior to award, during performance,

and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of **SAM**.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in **SAM**, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be

separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011

52.225-8	Duty-Free Entry	OCT 2010
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
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	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
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	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	JUN 2011
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
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
252.217-7013	Guarantees	DEC 1991

252.217-7014	Discharge of Liens	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	DEC 2012
252.225-7013	Duty-Free Entry	JUN 2012
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
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	DEC 2012
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(Applies to Ship Repair and Additional Upkeep)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 Oct 2013 through 30 Sep 2018, if all options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$25,000,000;

(2) Any order for a combination of items in excess of \$25,000,000; or

(3) A series of orders from the same ordering office within 45 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 01 October 2018.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

(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 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 (c) 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.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the 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) 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 assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 that the data have been validated or updated, and provide the date of the validation or update.

(f) 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 (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA 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:

The Contractor represents that it (X) is, () is not a small business concern under NAICS Code 336611- assigned to contract number N00033-13-C-7509.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 3 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

(d) Government response. The Contracting Officer shall promptly, within 3 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

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

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

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

See Attachment J-5 & J-6

(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):

www.acquisition.gov

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

J-1 – Reserved

J-2 – Reserved

J-3 – CDRLs

J-4 – Reserved

J-5 – List of GFP

J-6 – Aerial Photo and Outline of the Land Area Provided as GFP

J-7 – List of Upcoming Availabilities

J-8 – Reserved

J-9 – Reserved

J-10 – OHE Equipment