

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 35	
2. CONTRACT NO. N40442-09-D-7202		3. SOLICITATION NO. N40442-08-R-7009		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05 Sep 2008	
6. REQUISITION/PURCHASE NO.		7. ISSUED BY FLEET SUPPORT COMMAND CODE N40442 TEL: (b)(6) FAX: (b)(6) SP 64 2ND FLR 471 C STREET NORFOLK VA 23511-4419		8. ADDRESS OFFER TO (If other than Item 7) N106 GENERAL CONTRACTS LAWRENCE, WUAMAD PH: 757-417-4593 FAX: 757-417-4606 VIRGINIA BEACH VA 23458		CODE N40442 TEL: FAX:	

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

SOLICITATION

9. Sealed offers in original and 1 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 Camp Pendleton, Bldg 238/2 until 11:00 AM local time 26 May 2009
(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)	N/A		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.

15A. NAME AND ADDRESS OF OFFEROR DELPH NUS ENG NEER NG INC WILLIAM A. HUEBNER 650 BALDWIN TOWER BLVD. EDDYSTONE PA 19022-1366	CODE 08LQ0	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) WILLIAM A. HUEBNER / VP & CFO
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15B. TELEPHONE NO (Include area code) 610-874-9160	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 \$16,037,920.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 1	ITEM Section G
24. ADMINISTERED BY (If other than Item 7) MILITARY SEAL FT FLEET SUPPORT COMMAND CODE N10 SP 64 471 C STREET NORFOLK VA 23511-2419	CODE N40442	25. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS SUBMIT INVOICES IAW THE CONTRACT. SEE SCHEDULE FOR DETA LS AA 00000	CODE HQ0484

26. NAME OF CONTRACTING OFFICER (Type or print) DIANE KRUEGER TEL: (b)(6) EMAIL: (b)(6)	27. UNITED STATES OF AMERICA <i>Diane Krueger</i> (Signature of Contracting Officer)	28. AWARD DATE 05-Aug-2009
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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

NOTE

Locations of performance are represented in "LOTS" as shown below:

LOT A = Hampton Roads, Virginia area (Examples: NOB-Norfolk, Norfolk Naval Shipyard, St. Helena Annex, Cheatham Annex, Craney Island, etc)

Individual delivery orders will be issued and competed among those vendors that receive a contract award for that particular Lot.

IDIQ CONTRACT--MINIMUM AND MAXIMUM AMOUNTS PER CONTRACT PERIOD IN EACH LOCATION

LOT A (Hampton Roads, VA)	MINIMUM	MAXIMUM
BASE	\$25,000	\$12,000,000
OPTION YEAR 1	\$25,000	\$12,500,000
OPTION YEAR 2	\$25,000	\$13,000,000
OPTION YEAR 3	\$25,000	\$13,500,000
OPTION YEAR 4	\$25,000	\$14,000,000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Ship Repair Labor (Straight Time) FFP BASE YEAR EFFORT	280,000	Hours	\$(b)(4)	\$(b)(4)
	LOT A: Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island) FOB: Destination				

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Ship repair labor (Overtime) FFP BASE YEAR EFFORT	28,000	Hours	\$ (b)(4)	\$ (b)(4)
LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island) FOB: Destination					

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	MATERIAL COST FFP BASE YEAR EFFORT	2,800,000	Dollars, U.S.	\$ (b)(4)	\$ (b)(4)
LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)					
Amount for material will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4) will be included in each offeror's proposal for this CLIN for evaluation purpose. FOB: Destination					

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		100,000	Dollars, U.S.	\$ (b)(4)	(b)(4)

Special Labor (Marine Chemist)
 FFP
 BASE YEAR EFFORT

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

Special Labor cost will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		100,000	Dollars, U.S.	\$ (b)(4)	\$(b)(4)

HAZARDOUS WASTE DISPOSAL (HWD)
 FFP
 BASE YEAR EFFORT

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

HWD cost will be negotiated for each delivery order based on supporting documents (such as invoices/manifest) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		25,000	Each	\$ (b)(4)	\$ (b)(4)
	MINIMUM COMMITMENT				
	FFP				
	THIS CLIN WILL BE USED TO OBLIGATE THE MINIMUM COMMITMENT AMOUNT.				
	FOB: Destination				
					NET AMT
					\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1101		280,000	Hours	\$ (b)(4)	\$ (b)(4)
OPTION	Ship Repair Labor (Straight Time)				
	FFP				
	OPTION YEAR ONE (1)				
	LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)				
	FOB: Destination				
					NET AMT
					\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102		28,000	Hours	\$ (b)(4)	\$ (b)(4)
OPTION	Ship repair labor (Overtime) FFP OPTION YEAR ONE (1)				

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)
FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1104		2,800,000	Dollars, U.S.	\$ (b)(4)	\$ (b)(4)
OPTION	MATERIAL COST FFP OPTION YEAR ONE (1)				

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

Amount for material will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.
FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1105		103,000	Dollars, U.S.	\$ (b)(4)	\$ (b)(4)

OPTION Special Labor (Marine Chemist)
FFP
OPTION YEAR ONE (1)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

Special Labor cost will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1106		103,000	Dollars, U.S.	\$ (b)(4)	\$ (b)(4)

OPTION HAZARDOUS WASTE DISPOSAL (HWD)
FFP
OPTION YEAR ONE (1)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

HWD cost will be negotiated for each delivery order based on supporting documents (such as invoices/manifest) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1201		280,000	Hours	\$ (b)(4)	\$ (b)(4)
OPTION	Ship Repair Labor (Straight Time) FFP OPTION YEAR TWO (2)				

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)
FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1202		28,000	Hours	\$ (b)(4)	\$ (b)(4)
OPTION	Ship repair labor (Overtime) FFP OPTION YEAR TWO (2)				

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)
FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1204		2,800,000	Dollars, U.S.	\$(b)(4)	\$(b)(4)

OPTION MATERIAL COST
FFP
OPTION YEAR TWO (2)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

Amount for material will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.
FOB: Destination

NET AMT \$(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1205		106,000	Dollars, U.S.	\$(b)(4)	\$(b)(4)

OPTION Special Labor (Marine Chemist)
FFP
OPTION YEAR TWO (2)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

Special Labor cost will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1206		106,000	Dollars, U.S.	\$ (b)(4)	\$ (b)(4)

OPTION HAZARDOUS WASTE DISPOSAL (HWD)
FFP
OPTION YEAR TWO (2)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

HWD cost will be negotiated for each delivery order based on supporting documents (such as invoices/manifest) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4) will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1301		280,000	Hours	\$ (b)(4)	\$ (b)(4)

OPTION Ship Repair Labor (Straight Time)
FFP
OPTION YEAR THREE (3)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1302		28,000	Hours	(b)(4)	\$(b)(4)
OPTION	Ship repair labor (Overtime) FFP OPTION YEAR THREE (3)				

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)
FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1304		2,800,000	Dollars, U.S.	\$(b)(4)	\$(b)(4)
OPTION	MATERIAL COST FFP OPTION YEAR THREE (3)				

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

Amount for material will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.
FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1305		109,000	Dollars, U.S.	\$ (b)(4)	\$ (b)(4)

OPTION Special Labor (Marine Chemist)
FFP
OPTION YEAR THREE (3)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

Special Labor cost will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1306		109,000	Dollars, U.S.	\$ (b)(4)	\$ (b)(4)

OPTION HAZARDOUS WASTE DISPOSAL (HWD)
FFP
OPTION YEAR THREE (3)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

HWD cost will be negotiated for each delivery order based on supporting documents (such as invoices/manifest) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1401 OPTION	Ship Repair Labor (Straight Time) FFP OPTION YEAR FOUR (4)	280,000	Hours	\$ (b)(4)	\$ (b)(4)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)
FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1402 OPTION	Ship repair labor (Overtime) FFP OPTION YEAR FOUR (4)	28,000	Hours	\$ (b)(4)	\$ (b)(4)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)
FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1404		2,800,000	Dollars, U.S.	\$ (b)(4)	\$(b)(4)

OPTION MATERIAL COST
FFP
OPTION YEAR FOUR (4)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

Amount for material will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.
FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1405		112,000	Dollars, U.S.	\$ (b)(4)	\$(b)(4)

OPTION Special Labor (Marine Chemist)
FFP
OPTION YEAR FOUR (4)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

Special Labor cost will be negotiated for each delivery order based on supporting documents (such as invoices, catalog prices) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4)) will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1406		112,000	Dollars, U.S.	\$ (b)(4)	\$ (b)(4)

OPTION HAZARDOUS WASTE DISPOSAL (HWD)
FFP
OPTION YEAR FOUR (4)

LOT A:Hampton Roads, Virginia Area (Example: NOB-Norfolk, Norfolk Naval Shipyard, St. Helen Annex, Chetham Annex, Craney Island)

HWD cost will be negotiated for each delivery order based on supporting documents (such as invoices/manifest) submitted to the Contracting Officer by the Contractor. This amount (\$ (b)(4) will be included in each offeror's proposal for this CLIN for evaluation purpose.

FOB: Destination

NET AMT \$ (b)(4)

Section C - Descriptions and Specifications

STATEMENT OF WORK

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C-1 - GENERAL REQUIREMENTS:

1.1. GENERAL: Contractor is required to provide all labor, materials and a marine repair facility for ship repair services on MSC vessels in the **Hampton Roads, Virginia areas (Examples: NOB-Norfolk, Norfolk Naval Shipyard, St. Helena Annex, Cheatham Annex, Craney Island, etc** for a one (1) base year period starting upon award of the resulting contract with four (4) one year options, if exercised. Ship repair services include but are not limited to: pipefitting, welding, machinists, electrical work, boiler making and repairing, and diesel mechanics, etc. MSC vessels will be berthed at Government provided piers. Contractor is required to have access to a marine repair facility for necessary shop repairs and testing. All work will be done in accordance with applicable United States Coast Guard (USCG) and American Bureau of Shipping (ABS) Regulations.

1.2 LOCATION:

1.2.1 Contractor is required to perform the work as ordered onboard the Military Sealift Fleet Support Command vessels. The work will generally be performed at Government provided piers in Hampton Roads, VA areas. Access to the ship shall be coordinated in advance with the Port Engineer incharge. **NOTE: Contractors are required to have access to a marine repair facility within 30 miles of each location (Lot A) for which a contract is awarded. For example, if you awarded a contract for Norfolk, you must have access to a repair facility in the Norfolk.**

1.3 PIER ENTRY, SECURITY AND PERMITS:

1.3.1 Contractor must arrange for access to the vessel for all work.

1.3.2 Permits for hotwork, heavy equipment, or permits for any other purpose must be obtained by the Contractor.

1.3.3 Base Security clearance for all contract personnel is the responsibility of the contractor.

1.4 WORK HOURS:

1.4.1 Chargeable Work time will commence when contractor personnel arrive at the repair location (i.e. onboard vessel) and will cease when contractor personnel depart from it.

1.4.2 The contractor shall be available via telephone, 24-hours a day, 7 days a week for emergencies. On emergency situation, contractor may start work immediately by oral/ verbal authorization from the Contracting Officer.

1.4.3 Ordinarily, work would commence in accordance with the delivery order.

1.4.4 Work is to be planned and organized as efficiently as possible.

1.4.5 Once a job has commenced, any contractor caused delays which cause work stoppage shall be at the expense of the contractor.

1.4.6 Contractor personnel are required to work a basic, continuous eight (8) hour day straight-time. No overtime will be allowed except as authorized by the Contracting officer under a delivery order.

Definitions.

Straight time: Normal work of eight (8) hours per day, five (5) days per week, Monday through Friday.

Overtime: Any work in excess of eight (8) hours per day or in excess of 40 hours per week, or work performed on Saturdays.

TRAVEL. All travel costs will be the responsibility of the Contractor.

HAZARDOUS MATERIALS.

1.6.1 ALL NEW MATERIAL SHALL BE ASBESTOS-FREE. If material which contains asbestos is inadvertently specified on a Contract Guidance Drawing or other document, it shall be the Contractor's responsibility to substitute an otherwise equivalent non-asbestos product.

1.6.2 SAFETY CONTROLS ON ASBESTOS MATERIAL. Certain items of the specification may require the contractor to remove insulation, lagging bulkhead materials, etc., which may contain asbestos. Asbestos materials should be handled and disposed of, in accordance with H-3 and all applicable Federal, U. S. Navy, State and local regulations.

1.7 WORK ORDER CANCELLATION:

1.7.1 Work orders maybe canceled in accordance with clauses FAR 52.249-2, 52.249-4, or 52.249-8 referenced in SECTION I.

1.8 REPORTS:

1.8.1 A word processed report of work accomplished, materials used and man-hours expended is to be submitted with each invoice. "As found" and "as released" readings are to be included where applicable. A copy of the report is to be sent to the MSC Contracting Officer's Representative (COR) and Port Engineer. All reports and invoices will be provided to the Government electronically.

1.9 SUPERVISION:

1.9.1 Project planning, scoping, supervision, quality assurance, and other administrative requirements are to be included in the man-hour rate.

C-2 - The offeror shall have access to a marine repair facility at each location covered by its proposal to perform general piping repairs, diesel engine repairs, boiler repairs, electrical repairs, mechanical repairs, insulation/lagging, and vessel maintenance painting. All work shall be performed in accordance with applicable USCG and ABS Regulations and to the satisfaction of the Government Port Engineer/COR.

C-3 - REQUIRED STANDARD OF WORKMANSHIP:

The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. Qualified personnel shall accomplish all services.

C-4 - PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS:

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor without the prior written consent of the Contracting Officer.

C-5 - COST OF MATERIALS:

5.1 The material cost items as provided in Section B, shall be negotiated based on supporting documents such as invoices, catalogs etc. pursuant to specific authorization or the delivery order.

5.2 Costs for consumable materials such as office supplies, paper, rags, vehicles or equipment fuel costs, etc., shall be included in contractor's overhead cost and not separately priced.

C-6 - SHIP REPAIR LABOR RATE (Fully Burdened)

6.1 The Contractor's fully loaded man-hour rate will be used for negotiating work to be performed under each delivery order. The contractor agrees that the number of man hours included in its price proposal for such delivery orders shall include only direct production man hours. For these purposes, direct production man-hours (both prime and subcontractor) are for skilled labor at the journeyman level expended in direct production as exemplified by the following functions:

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

6.2 Direct production man hours will include those functions (whether charged directly or indirectly by the offeror's accounting system) which are herein defined as support for production functions. Necessary support functions shall be considered to be included in the offeror's fully loaded rate for direct production man hours. Examples of support functions include:

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

Material costs will not be included in the direct production man hour rate.

Section E - Inspection and Acceptance

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	JAN 1997
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

TIME OF DELIVERY AND/OR PERFORMANCE OF SERVICES

Contract Period: One year base period with four (4) option periods. However, the performance period for each requirement will be designated on each individual task order.

PLACES OF PERFORMANCE

Services will normally be accomplished aboard MSC vessels at Government provided piers in the **Hampton Roads Virginia area** as specified on each individual Task/Delivery Order. Each delivery order shall specify exact location of the vessel.

PLACES OF DELIVERY: DESTINATION

All items and data furnished hereunder shall be delivered with all transportation charges paid by the contractor to the destination specified in the Task /Delivery Order.

EMERGENT REQUIREMENTS

A number of orders issued under this contract are expected to be classified as “emergent work” by the Contracting Officer (KO). The Contractor will be expected to commence work upon receipt of verbal authorization from the Contracting Officer.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
1001	POP 01-AUG-2009 TO 31-JUL-2010	N/A	N/A FOB: Destination	
1002	POP 01-AUG-2009 TO 31-JUL-2010	N/A	N/A FOB: Destination	
1004	POP 01-AUG-2009 TO 31-JUL-2010	N/A	N/A FOB: Destination	
1005	POP 01-AUG-2009 TO 31-JUL-2010	N/A	N/A FOB: Destination	
1006	POP 01-AUG-2009 TO 31-JUL-2010	N/A	N/A FOB: Destination	
1007	POP 01-AUG-2009 TO 31-JUL-2010	N/A	N/A FOB: Destination	

1101	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: Destination
1102	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: Destination
1104	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: Destination
1105	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: Destination
1106	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: Destination
1201	POP 01-AUG-2011 TO 31-JUL-2012	N/A	N/A FOB: Destination
1202	POP 01-AUG-2011 TO 31-JUL-2012	N/A	N/A FOB: Destination
1204	POP 01-AUG-2011 TO 31-JUL-2012	N/A	N/A FOB: Destination
1205	POP 01-AUG-2011 TO 31-JUL-2012	N/A	N/A FOB: Destination
1206	POP 01-AUG-2011 TO 31-JUL-2012	N/A	N/A FOB: Destination
1301	POP 01-AUG-2012 TO 31-JUL-2013	N/A	N/A FOB: Destination
1302	POP 01-AUG-2012 TO 31-JUL-2013	N/A	N/A FOB: Destination
1304	POP 01-AUG-2012 TO 01-JUL-2013	N/A	N/A FOB: Destination
1305	POP 01-AUG-2012 TO 31-JUL-2013	N/A	N/A FOB: Destination
1306	POP 01-AUG-2012 TO 31-JUL-2013	N/A	N/A FOB: Destination
1401	POP 01-AUG-2013 TO 31-JUL-2014	N/A	N/A FOB: Destination
1402	POP 01-AUG-2013 TO 31-JUL-2014	N/A	N/A FOB: Destination
1404	POP 01-AUG-2013 TO 31-JUL-2014	N/A	N/A FOB: Destination

1405	POP 01-AUG-2013 TO 31-JUL-2014	N/A	N/A FOB: Destination
1406	POP 01-AUG-2013 TO 31-JUL-2014	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

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G-1 - CONTACT POINT

For information regarding this document please contact the Procuring Contracting Officer:

(b)(6)
Military Sealift Fleet Support Command
471 C Street
Bldg SP-64
Norfolk, VA 23511
Tel: (b)(6)
Fax: (b)(6)
E-mail address: (b)(6)

G-2 - Individual task orders placed under the contract shall be issued by the ordering officer. For purpose of the contract, any warranted contracting officer of the Military Sealift Command and its subordinate command, including, but not limited to, Military Sealift Fleet Support Command (MSFSC), shall serve as an ordering officer. Orders may be issued orally, by facsimile, or by electronic commerce. Each order issued orally shall be confirmed in writing within seven (7) business days and include information stipulated under FAR 16.505 (a) (6).

G-3 - **TASK ORDERS POINT OF CONTACT (POC) FOR CONTRACTOR:** Upon contract award the successful offeror in response to the solicitation shall provide a single point of contact (POC) for all task orders issued under the resultant contract. The offeror shall provide a single name, mailing address, telephone number, facsimile number and e-mail address. This POC shall be available to the Contracting Officer or his/her designated representative on a 24-hour emergency basis.

MSFSC INVOICE INSTRUCTIONS

Submit Invoices to:
Military Sealift Fleet Support Command
Accounts Payable, Code N8211
471 C Street
Bldg SP 64
Norfolk, VA 23511-2419
Fax: (b)(6)

For questions concerning invoice payments or status, contact (b)(6) at (b)(6) (Atlantic ships and foreign invoices) or (b)(6) at (b)(6) (Pacific ships).

NOTES:

1. A copy of the purchase order or modification must be submitted with the invoice.
2. Documentation be provided with the invoice to substantiate shipping charges, if applicable.
3. Annotate invoice as "FINAL INVOICE", when applicable.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H-1 - PROCEDURES FOR PLACING DELIVERY ORDERS UNDER MULTIPLE AWARD CONTRACTS

(a) **ORDERS UNDER \$3,000.** Orders will be placed with the contractor as deemed appropriate by the contracting officer. If placed by government purchase card, contractor must honor contract price.

(b) **ORDERS IN EXCESS OF \$3,000.** The following procedures and criteria will be utilized; Exceptions to these procedures are outlined in paragraph (c) below:

(1) Written or oral proposals/quotes will be solicited from each awardee for the particular location where the ship is located (e.g. Norfolk, VA)

(2) Awardee will submit proposal/quote using rates/prices established in Section B of the Contract.

(3) Each awardee need not be contacted if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

(4) In providing awardees a fair opportunity to be considered for each order in excess of \$3,000.00, the contracting officer shall exercise broad discretion and may consider the following factors in the placement of delivery orders:

- (I). Past Performance
- (II). Quality of Deliverables
- (III). Cost Control
- (IV). Price
- (V). Cost
- (VI). Response time
- (VII). Other factors relevant to the placement of delivery orders

(c) **EXCEPTIONS.**

Awardees need not be given an opportunity to be considered for a particular order in excess of \$3,000.00 if the Contracting Officer determines that:

(1) The agency need for such supplies or services is of such an urgency that providing such opportunity would result in unacceptable delays.

(2) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(3) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

H-2 - HOLIDAYS

The holidays applicable to this contract are:

New Years Day	1 January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February

Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

H-3 - NAVSEA 5252.223.9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (OCT 1990)

(a) GENERAL.

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

(2) Compensation - This contract includes an amount for work performed by the Contractor for duties of the Contractor regarding hazardous waste specified under this requirement and Section B of the contract.

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

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

(b) IDENTIFICATION OF HAZARDOUS WASTES. Attachment J-3 of this contract identifies the types and amounts of hazardous wastes that may be required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) GENERATOR IDENTIFICATION NUMBERS.

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

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

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

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste

from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

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

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

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

(End of Text)

H-4 - MSC 5252.223-9800 PREVENTION OF THE DISCHARGE OF OIL AND HAZARDOUS SUBSTANCES (DEC 1988)

(a) POLICY. In compliance with Executive Order Number 117552 (38 F.R. 34793), 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 MSCREP by demonstrations, completed test memoranda, or other means reasonably acceptable to the MSCREP 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 MSCREP thereof and shall immediately take all reasonable steps to prevent further discharge. Within 24 hours thereafter, the Contractor shall file with the MSCREP the "Oil or Hazardous Substance Discharge Report" using a format that is acceptable to the MSCREP.

(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-5 PAPERLESS CONTRACT ADMINISTRATION

Prior to start of the Performance Period, the Contractor shall coordinate with the Contracting Officer 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. Contractor systems must be compatible with one of the following: AOL, Comp-U-Serve, or CC:Mail. Contractor will work with the Contracting Officer to setup Scanners and systems compatible with MSC software and systems. Contractor will be provided with any needed and available MSC software and systems. Contractor will be provided with any needed and available MSC software to assist in establishing an electronic compatible system.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
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	JUL 1995
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	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	NOV 2007
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-26	Small Disadvantaged Business Participation Program-- Incentive Subcontracting	OCT 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
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	AUG 2003
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	MAR 2008
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	JUN 1996
52.232-19	Availability Of Funds For The Next Fiscal Year	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 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
52.242-2	Production Progress Reports	APR 1991
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.246-1	Contractor Inspection Requirements	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
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 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
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
252.215-7000	Pricing Adjustments	DEC 1991
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7005	Inspection and Manner of Doing Work	JAN 1997
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	DEC 1991

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
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.219-7011	Notification to Delay Performance	JUN 1998
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 Act And Balance Of Payments Program	JAN 2009
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7014 (Dev)	Preference for Domestic Specialty Metals (Deviation 2008-00002)	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain	JUN 2005
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	MAR 2007
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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 for each day of delay of the vessel the dollar value noted in the individual task/delivery order; provided, however, that liquidated damages shall not exceed ten percent (10%) of the initial job.

(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)

52.216-18 ORDERING. (OCT 1995)

(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 **until the last day of the base year period, or any contract option period exercised by the Government.**

(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 **\$3,000.00** 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 **\$2,000,000.00**;

(2) Any order for a combination of items in excess of **\$2,000,000.00**; or

(3) A series of orders from the same ordering office within 7 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 3 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 180 days after contract end date.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall **not exceed 6 months**. The Contracting Officer may exercise the option by written notice to the Contractor **within 30 days before contract expires**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **thirty (30) days** period before contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **sixty (60) days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66 months**.

(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 90 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 5 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)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	SFLL Disclosure of Lobbying Activity		
Attachment 2	Past Performance Information		03-JUN-2008
Attachment 3	HAZMAT LIST		

ATTACHMENT J-1

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an offer or employee of any agency of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space not he form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously report, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g.) Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/load commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different form 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) of the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

DISCLOSURE OF LOBBYING ACTIVITIES

Reporting Entity: _____

Page _____ of _____

Reproduction

Authorized for Local

Standard Form - LLL-A

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1325

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> <input type="checkbox"/> Tier _____, if known: Congressional district, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____
--------------------------------------	--------------------------------------------------------------------------------------

8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____
--------------------------------------------	-----------------------------------------------

10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)
--------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> action <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature: _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including office(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)

ATTACHMENT J-2

SAMPLE LETTER TO PAST REFERENCE/CUSTOMER

PLEASE SEND ON CORPORATE LETTERHEAD

Dear "Client"

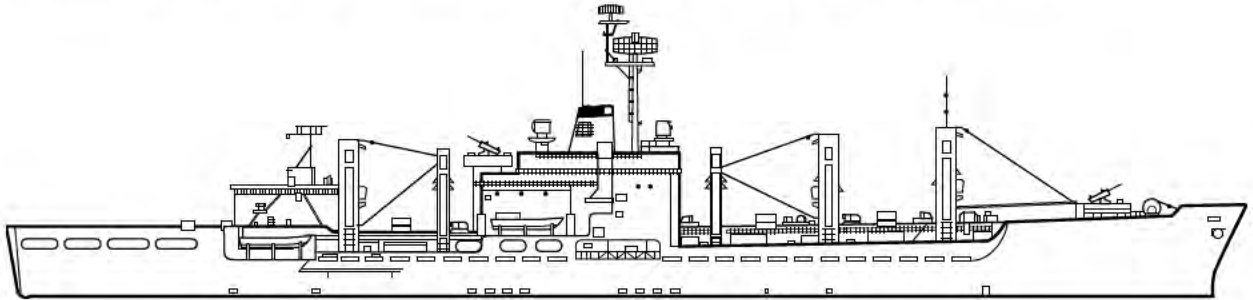
We are currently responding to a solicitation from the Military Sealift Fleet Support Command (MSFSC), N106, for General Services on MSC ships in Hampton Roads, VA areas, Baltimore, MD and NWS, Earle, NJ areas, solicitation# RFP N40442-08-R-7009. They are placing increased emphasis on past performance in their source selection. They are requiring that clients of offerors responding to their solicitation be identified and their comments on past performance be solicited.

Please fill out the enclosed questionnaire and send to Mr. Lawrence Iwuamadi by fax (757) 417-4606. In the event you are contacted for additional information on work we have performed for you, you are authorized and encouraged to freely respond to those inquiries. If you have any questions on the questionnaire, you may contact Mr. Lawrence Iwuamadi at (757) 417-4593 or Mr. Corey Squires at (757) 417-4591. **You must contact either of the aforementioned names prior to commencing facsimile transmission of the questionnaire to ensure that the confidentiality of the information is maintained. The submittal must arrive at Military Sealift Fleet Support Command, N106 of Contracting Branch at Camp Pendleton in Virginia Beach prior to 1430 hours local time, 25 AUGUST 2008.**

Please note that the Federal Acquisition Regulation (FAR) 15.506 (e) (4) specifically forbids the disclosure of the names of individuals providing reference information regarding an offeror's past performance. Thank you for your co-operation.

Sincerely,

**MILITARY SEALIFT COMMAND
N10 CORE EAST
PAST PERFORMANCE QUESTIONNAIRE**



**Please Respond by FAX to
(b)(6) at
(b)(6)**

**Please call (b)(6) at (b)(6) or
(b)(6) at (b)(6) prior to facsimile
transmission of your response.**

I. AGENCY/COMPANY IDENTIFICATION

A. NAME _____

B. DESCRIPTION _____

C. AGENCY POINT OF CONTACT

NAME/TITLE _____

PHONE NUMBER (COMMERCIAL/DSN) _____

FAX NUMBER _____

EMAIL ADDRESS _____

II. CONTRACT IDENTIFICATION

A. CONTRACTOR _____

B. CONTRACT NUMBER _____

C. CONTRACT TYPE _____

D. PERIOD OF PERFORMANCE _____

III. CONTRACT COST/PRICE/DESCRIPTION

	EST. COST	FEE	TOTAL VALUE
E. INITIAL CONTRACT COST/	\$ _____	\$ _____	\$ _____
F. AUTHORIZED GROWTH	\$ _____	\$ _____	\$ _____
G. FINAL CONTRACT COST	\$ _____	\$ _____	\$ _____

H. PRODUCT DESCRIPTION
AND/OR SERVICE PROVIDED _____

IV. EVALUATION

Please use the following adjectival ratings and criteria when rating performance:

NEUTRAL: No relevant past performance available for evaluation. Offeror has asserted that it has no relevant or directly related similar past performance experience. Proposal receives no merit or demerit for this factor.

SATISFACTORY: Little risk anticipated with delivery of quality product, on time or of any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based on the offeror’s past performance.

UNSATISFACTORY: High potential risk anticipated with delivery of quality product, on time or of any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based on the offeror’s past performance.

IMPORTANT: In answering the following questions, in which a rating of Excellent through Unsatisfactory is selected, please use the legend above to determine the appropriate adjectival response to those questions. Please provide any explanation or examples to support a rating above or below satisfactory.

A. PERFORMANCE HISTORY – SCHEDULE (Timeliness of Performance)

1. To what extent did the contractor adhere to the contract delivery Schedule / milestones?

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

(a) Did the contractor meet all contract milestones?

YES NO

If milestones were missed, did the contractor accelerate performance to avoid missing additional milestones?

YES NO

If yes, please use the space below to list the measures used to accelerate performance (i.e., additional labor, overtime, etc.).

(b) The contract was completed **early**, **on scheduled completion date**, **late**. If early or late, please specify the number of days in the space below.

_____ days

If late, please provide a brief description of the circumstances surrounding the late completion.

2. To what degree did the contractor coordinate with the sponsor to meet the contract milestones?

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

3. The timeliness of the engineering design effort was

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

4. Please rate the contractor's overall scheduling performance.

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

B. PERFORMANCE HISTORY – QUALITY OF PRODUCT

1. The quality of the engineering design effort was.....

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

Please briefly describe the extent of engineering design work involved.

2. Please rate the amount and extent of rework required.

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

3. Was the contractor able to obtain all required parts and materials (CPI)

YES NO

If no, please explain below.

3. Was the contractor in compliance with all Navy, OSHA, and environmental codes and regulations?

YES NO

If no, please explain below.

4. Was contractor management actively involved in reviews / inspections to ensure Quality Assurance?

YES NO

If yes, please explain below.

6. Please rate the contractor's overall technical performance / quality of work.

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

C. PERFORMANCE HISTORY – MANAGEMENT (Business Relations)

1. How well did contractor deal with problems?

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

2. Was the contractor proactive in dealing with problems?

YES NO

If yes, please provide examples of effective contractor generated solutions.

3. To what extent were change orders reasonably priced and negotiated in a timely manner?

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

4. Did the contractor utilize innovative cost control/avoidance initiatives?

YES NO

If yes, please explain below.

5. How well did the contractor manage subcontractors.

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

6. Contractor's responsiveness to Government communication regarding contract changes and administrative requirements was...

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

7. Please rate the contractor's overall management performance.

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

8. Please rate the contractor's business relations including reasonable and cooperative behavior, flexibility, management of it's subcontracting program including meeting the goals for Small, Small Disadvantaged and Women owned concerns, and overall concern for the interests of its customer.

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

9. Please rate your overall satisfaction with the contractor.

NEUTRAL -
SATISFACTORY -
UNSATISFACTORY -

N40442-08-R-7009
 Hazardous Waste Disposal Items

ATTACHMENT J-3

Base Year

Items	Quantity	Unit	Unit Price	Total Amount
Asbestos	1.00	Cu. Ft		
PCB Contaminated Media	10.00	Pound		
Sodium Nitrite	100.00	Gallon		
Antifreeze	50.00	Gallon		
Spent Blast Abrasive	1.00	Long Ton		
Oil and Water	1000.00	Gallon		
Tank Cleaning - Waste Oil, Petroleum	1000.00	Gallon		
Tank Cleaning - Waste Oil Synthetic	100.00	Gallon		
Tank Cleaning - Petroleum Sludge	1.00	Long Ton		
Waste Paints and Strippers	100.00	Pound		
Boiler Water	1000.00	Gallon		
TOTAL AMOUNT				

Option Year One (1)

Items	Quantity	Unit	Unit Price	Total Amount
Asbestos	1.00	Cu. Ft		
PCB Contaminated Media	10.00	Pound		
Sodium Nitrite	100.00	Gallon		
Antifreeze	50.00	Gallon		
Spent Blast Abrasive	1.00	Long Ton		
Oil and Water	1000.00	Gallon		
Tank Cleaning - Waste Oil, Petroleum	1000.00	Gallon		
Tank Cleaning - Waste Oil Synthetic	100.00	Gallon		
Tank Cleaning - Petroleum Sludge	1.00	Long Ton		
Waste Paints and Strippers	100.00	Pound		
Boiler Water	1000.00	Gallon		
TOTAL AMOUNT				

Option Year Two (2)

Items	Quantity	Unit	Unit Price	Total Amount
Asbestos	1.00	Cu. Ft		
PCB Contaminated Media	10.00	Pound		
Sodium Nitrite	100.00	Gallon		
Antifreeze	50.00	Gallon		
Spent Blast Abrasive	1.00	Long Ton		
Oil and Water	1000.00	Gallon		
Tank Cleaning - Waste Oil, Petroleum	1000.00	Gallon		
Tank Cleaning - Waste Oil Synthetic	100.00	Gallon		
Tank Cleaning - Petroleum Sludge	1.00	Long Ton		
Waste Paints and Strippers	100.00	Pound		
Boiler Water	1000.00	Gallon		
TOTAL AMOUNT				

Option Year Three (3)

Items	Quantity	Unit	Unit Price	Total Amount
Asbestos	1.00	Cu. Ft		
PCB Contaminated Media	10.00	Pound		
Sodium Nitrite	100.00	Gallon		
Antifreeze	50.00	Gallon		
Spent Blast Abrasive	1.00	Long Ton		
Oil and Water	1000.00	Gallon		
Tank Cleaning - Waste Oil, Petroleum	1000.00	Gallon		
Tank Cleaning - Waste Oil Synthetic	100.00	Gallon		
Tank Cleaning - Petroleum Sludge	1.00	Long Ton		
Waste Paints and Strippers	100.00	Pound		
Boiler Water	1000.00	Gallon		
TOTAL AMOUNT				

Option Year Four (4)

Items	Quantity	Unit	Unit Price	Total Amount
Asbestos	1.00	Cu. Ft		
PCB Contaminated Media	10.00	Pound		
Sodium Nitrite	100.00	Gallon		
Antifreeze	50.00	Gallon		
Spent Blast Abrasive	1.00	Long Ton		
Oil and Water	1000.00	Gallon		
Tank Cleaning - Waste Oil, Petroleum	1000.00	Gallon		
Tank Cleaning - Waste Oil Synthetic	100.00	Gallon		
Tank Cleaning - Petroleum Sludge	1.00	Long Ton		
Waste Paints and Strippers	100.00	Pound		
Boiler Water	1000.00	Gallon		
TOTAL AMOUNT				