

<b>SOLICITATION, OFFER AND AWARD</b>		1. This Contract is a Rated Order Under DPAS (15 CFR 700)		Rating	Page 1 of pages 36
2. Contract No.	3. Solicitation No. 1305M218RNMAN0027		4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued September 28, 2018	6. Requisition/Purchase No. -
7. Issued By Department of Commerce/NOAA Eastern Region Acquisition Division (ERAD) 200 Granby Street, 8 <sup>th</sup> Floor Norfolk, Virginia 23510-1811			Code AJ930073 8. Address Offer To (If other than item 7) Contract Specialist, Sarah Rall Email Address: sarah.rall@noaa.gov		

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

### SOLICITATION

9. The proposal shall be sent via electronic email files no later than **12:00 pm. (hour) EST December 4, 2018.**

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>Sarah Rall</b>	B. Telephone No. (NO COLLECT CALLS) <b>Contact in writing via email</b>	C. E-Mail Address <b>Sarah.rall@noaa.gov</b>
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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 data 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)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	____ Calendar Days %
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14. Acknowledgment of Amendments <i>The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.</i>	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)

15B. Telephone No. (Include area code)	15C. Check if Remittance Address is different from above. Enter such address in Schedule.	17. Signature	18. Offer Date

### AWARD (To be completed by Government)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)( ) <input type="checkbox"/> 41 U.S.C. 253 (c)( )	23. Submit Invoices to Address Shown in (4 copies unless otherwise specified)	Item

24. Administered By (If other than Item 7)	Code	Payment Will be Made By	Code

26. Name of Contracting Officer (Type or print)	27. United States of America (Signature of Contracting Officer)	28. Award Date

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

**SECTION B**

**SCHEDULE OF SUPPLIES/SERVICES**

**B.2 SPECIFICS**

1. The contractor shall perform all work in accordance with the specification titled “NOAA SHIP *THOMAS JEFFERSON* Dry Docking and Repairs,” dated September 25, 2018, as well as all drawings and references provided at the time of solicitation (See Section J).
2. The Government anticipates award of all Base Items. Option Items may be exercised by the Contracting Officer at the time of award or at any time during the contract performance period.
3. The successful offeror shall furnish an insurance certificate within five (5) days after award of a contract in accordance with CAR Clauses 1352.271-79, Liability and Insurance, and 1352.271-90, Insurance Requirements.
4. The NOAA Ship *THOMAS JEFFERSON*’s home port is located in Norfolk, VA. The PLACE OF PERFORMANCE for the work specified herein shall be the CONTRACTOR’S FACILITY.
5. A ship inspection will be 16 November 2018, 9:00 AM EST at MOC-A, 439 West York Street, Norfolk, VA. All contractors, vendors and visitors must make pre-arrival arrangements on or before November 9, 2018 for access in advance by contacting Port Engineer, Neil Lamartin, phone: 757-441-6369, email: neil.s.lamartin@noaa.gov. Only individuals on the Port Engineer’s access list will be permitted onto the site to participate in the site inspection.
6. This solicitation is a Request for Proposal (RFP). See Sections L and M, respectively, for instructions regarding submission of offers and the evaluation factors for award.
7. This acquisition is being solicited on an unrestricted basis. The applicable NAICS code is 336611, which has a corresponding size standard of 1,250 employees.
9. Federal Acquisition Regulations, (FAR) Commerce Acquisition Regulations (CAR), and NOAA Acquisition and Grants Office (AGO) or Eastern Region Acquisition Division (ERAD) provisions and clauses that are included in this solicitation are annotated by the applicable acronym.

**END OF SECTION B**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C1. NOAA/ERAD -- STATEMENT OF WORK/SPECIFICATIONS (APR 2010)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Statement of Work/Specifications referenced as an attachment in Part III – List of Documents, Exhibits, and Other Attachments, Section J, List of Attachments.

(End of clause)

**END OF SECTION C**

**SECTION D**

**PACKAGING AND MARKING**

There are no clauses for this section.

**END OF SECTION D**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**E.1 FAR 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):

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browsefar>

Commerce Acquisition Regulation (CAR): [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv5\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl)

NOAA Acquisition Manual (NAM):  
[http://www.ago.noaa.gov/acquisition/AcqManual/09\\_acquisitionmanualtableofcontents.html](http://www.ago.noaa.gov/acquisition/AcqManual/09_acquisitionmanualtableofcontents.html)

**E.2 FAR 52.246-2                      INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)**

**E.3 FAR 52.246-4                      INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)**

**E.4 FAR 52.246-16                    RESPONSIBILITY FOR SUPPLIES (APR 1984)**

**E.5 CAR 1352.246-70                PLACE OF ACCEPTANCE (APR 2010)**

- (a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.
- (b) The place of acceptance will be on board NOAA Ship THOMAS JEFFERSON.

(End of clause)

**END OF SECTION E**

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

F.1 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

F.2 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.3 FAR 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 of **\$9,959.13** per calendar day of delay.

(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)

F.4 CAR 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The period of performance for work to be conducted on board NOAA ship THOMAS JEFFERSON will be 120 calendar days, beginning between January 3, 2019 and February 1, 2019. The 120 calendar-day period of performance does not include the ship's transit time from its homeport in Norfolk, VA to and from the contractor's facility. Award will be made in December 2018. Once the contract has been awarded, and the Insurance Certificate has been received in accordance with NAM 1330-52.215-70 SCHEDULE OF DELIVERABLES (F.5 of this section), the Contracting Officer may issue a notice to proceed (NTP) prior to the period of performance start date. The NTP authorizes the contractor to start ordering materials, aligning resources, etc., to prepare for the anticipated start date for work on board the vessel.

(b) The NTP may be issued orally, by e-mail, or in writing by the Contracting Officer after receipt of the Contractor's insurance certificate. In no event will a delay in providing the insurance certificate constitute a waiver of the completion date. Oral notification will be confirmed in writing by the Contracting Officer.

(End of clause)

F.5 NAM 1330-52.215-70 SCHEDULE OF DELIVERABLES

Following is a schedule of all deliverables, including administrative deliverables, required during the period of performance of this contract:

Item	Description	Qty	Due Date	Deliver To	Reference
1	Insurance Certificate	1	Within 5 days of award	See Block #7 of SF33	CAR clause 1352.271-79 and CAR clause 1352.271-90
2	Specification Deliverables (List Not Inclusive)	Various	See Specification	COR	Specification
3	Subcontractor List (per H.6 of this solicitation)	1	Within 5 days of award	COR and Contract Specialist	CAR clause 1352.228-77

**END OF SECTION F**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

G.1 CAR 1352.201-70

CONTRACTING OFFICER'S AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

G.2 CAR 1352.201-72

CONTRACTING OFFICER'S REPRESENTATIVE (COR)(APR 2010)

(a) The Contracting Officer's Representative will be provided at the time of award. (TBD) will be designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

(To be provided at time of award)

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

G.3 CAR 1352.245-70

GOVERNMENT FURNISHED PROPERTY (APR 2010)

The Government will provide the following item(s) of Government property to the contractor. The contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause included in this contract.

<b><u>Work Item</u></b>	<b><u>Item Description</u></b>	<b><u>Quantity</u></b>	<b><u>Estimated Value/each</u></b>
3.2.3	HSS-GFO-HPMP-1 High Performance Marine Packing	1	\$100,000.00
3.9.3	Air Handling Unit, Model: PKFY-P30NHMU-ER2	2	\$1,900.00
3.9.3	Air Handling Unit, Model: PKFY-P12NHMU-ER2	1	\$1,500.00
3.9.3	Air Handling Unit, Model: PLFY-P08NCMU-ER4	8	\$1,920.00
3.9.3	Air Handling Unit, Model: PLFY-P12NCMU-ER4	22	\$2,010.00
3.9.3	Air Handling Unit, Model: PLFY-P15NCMU-ER4	25	\$2,100.00
3.9.3	Air Handling Unit, Model: PLFY-P24NCMU-ER4	2	\$2,800.00
3.9.3	Air Handling Unit, Model: PLFY-P36NBMU-ER4	3	\$3,800.00
3.9.3	BC Controller, Model: CMB-P1016NU-GA	4	\$13,5000.00

<b><u>Work Item</u></b>	<b><u>Item Description</u></b>	<b><u>Quantity</u></b>	<b><u>Estimated Value/each</u></b>
3.9.3	BC Controller, Sub, Model: CMB-P104NU-GB	1	\$16,000.00
3.9.3	Controller/Thermostat Model: PAR-31MAA-J	47	\$30.00
3.9.3	Joint Kit CMY-Y102SS-G2	7	\$1,200.00
3.9.3	Joint Kit CMY-Y102S-G2	1	\$1,000.00
3.9.3	Plate Heat Exchanger Model: AMDX-20	2	\$4,000.00
3.9.3	SIEMENS MCC 5 HP, MCC 5 HP_1	2	\$12,000.00
3.9.3	SIEMENS MCC 15 HP, MCC 15 HP_1	2	\$16,000.00
3.9.3	PUMP, CENTRIFUGAL, 3 X 2-1/2 X 7, W/254JM 15 HP MOTOR	2	\$19,000.00
3.9.3	PUMP, CENTRIFUGAL, 1-1/2 X 1-1/4 X 7, W/184JM 5 HP MOTOR	2	\$17,000.00
3.9.3	Water Cooled Condensing Unit Model Number: PQRY-P240YSHMU-A, 460V/3PH/60 HZ with Twinning CMY-QIOOVBK	4	\$35,000.00
3.9.3	PUMP, CENTRIFUGAL, 1½X2-8, W/215JM 10 HP MOTOR	2	\$5,500.00
3.12.3	Anode, CU, 4", ANSI 12" (P/N EL40012-9)	2	\$4,500.00
3.12.3	Anode, FE, 4", ANSI 12" (P/N EL40014-9)	2	\$4,000.00
3.16.2	Main Engine to Reduction Gear Flex Coupling (four sections and fasteners)	1	\$25,000.00
4.1.3	RD Instruments 75 kHz ADCP	1	\$85,000.00
5.3.3	Broan Model 162 one bulb heater/fan	1	\$150.00
5.9.3	HOSE-McCANN Fog Bell (HMC-KB30) and Timer (HMC-TI66) system.	1	\$9,422.00

(End of clause)

CAR 1352.271-71      METHOD OF PAYMENT AND INVOICING INSTRUCTIONS FOR SHIP REPAIR (APR 2010)

See section H for invoice instructions.

**END OF SECTION G**



## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

H.1 CAR 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)

H.2 CAR 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

H.3 CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

H.4 CAR 1352.228-77 CONTRACTOR ASSURANCE OF SUBCONTRACTOR PAYMENTS  
(MAY 2015)

(a) To protect the interests of subcontractors participating in the performance of this contract, the Government requires the assurance that all monies due to subcontractors is timely and properly made prior to the submission of the contractor's final invoice.

(b) By accepting this award, in writing or by performance, the offeror/contractor represents that—it will provide full payment to all subcontractors utilized in the performance of the resultant contract prior to the submission of its final invoice.

(c) No later than five (5) days after contract award the contractor shall provide the Contracting Officer with a list of all subcontractors to be utilized in the performance of this contract. The contractor must provide updates to the Contracting Officer throughout the contract, should changes be made.

(d) The following shall be completed and provided accordingly:

**SUBCONTRACTOR LIST—CONTRACT NO. \_\_\_\_\_**

<b>Name of subcontractor business</b>	<b>Subcontractor point of contact with contact information (number/e-mail)</b>	<b>Contract line item(s) to which subcontract work is tied</b>	<b>Applicable trade (electrical, mechanical, etc.)</b>

(e) Reports by subcontractors of delayed or non-payment during the performance of the contract may impact the Government's continued payment of contractor invoices on a percentage of completion basis. (CAR clause, 1352.271-71, Method of Payment and Invoicing Instructions for Ship Repair).

(f) The contractor shall include the following statement on its final invoice—"By submission of this invoice, assurance is herein provided that all monies due to any and all subcontractors used in the performance of this contract have been paid in full prior to the submission of this final invoice."

(g) Failure to pay subcontractors could adversely affect the contractor's past performance evaluation for this contract and have a negative impact on its eligibility for future contract awards.

(h) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

H.5 CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST TO DEPARTMENTAL RESOURCES

H.6 CAR 1352.271-70 INSPECTION AND MANNER OF DOING WORK (APR 2010)

H.7 CAR 1352.271-71 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS FOR SHIP REPAIR (APR 2010)

(a) The Government will make payment under this contract based on a percentage of completion. The contractor may invoice for the percentage completed for each work item as work progresses. The amount invoiced shall be calculated based on prices stated in the Schedule, as follows: A work item may not be invoiced until the percentage complete reaches 25 percent. Future invoices for that work item have no limitation as to the percentage of completion required before invoicing, but in no event may invoices be submitted more frequently than every 2 weeks, or for amounts less than \$10,000, unless it is the final payment. The minimum percentage of completion (25%) to be reached prior to billing each work item may be waived by the Contracting Officer for large dollar work items on a case-by-case basis.

(b) Invoices submitted by the contractor which are deemed not proper, in accordance with FAR 52.232-25, will be returned. Invoices shall include:

- (1) Name and Address of the contractor;
- (2) DUNS Number;
- (3) Invoice Date;
- (4) Contract Number/Modification Number;
- (5) CLIN/Work Item Number, to include: Description, Quantity, Unit of Measure, Unit Price and Extended Price;
- (6) Shipping and Payment Terms; and,
- (7) Contractor Point of Contact, including:  
Name, Title, Phone Number, and Mailing Address;
- (8) The percentage of completion for each CLIN/work item identified;
- (9) Name of the Contracting Officer ;
- (10) Ship name;
- (11) The overall percentage and dollar amount previously billed, currently billed and unbilled.

(c) When invoicing for changed work, the contractor shall identify it as a contract change and shall identify the modification authorizing the change, and the CLIN/Work Item associated with the change.

(d) All items of work invoiced under this contract will be verified and confirmed by the Contracting Officer's Representative as accurate and complete and approved by the designated billing office before payment will be made.

(e) Invoices may be submitted electronically to the COR at (TBD) or by mail to the following address:

(To be provided at time of award.)

A copy of all invoices shall be sent by electronic mail AND a hard copy (by mail) to the contract administration office as follows:

Department of Commerce  
NOAA, ERAD, OMAO  
ATTN: (To be provided at time of award)  
200 Granby Street, Suite 400  
Norfolk, VA, 23510

Payment will be made by the Department of Commerce/NOAA Finance Systems Admin Branch/Rm. 1204, 20020 Century Blvd., Germantown, MD 20874.

(f) The contractor's final invoice submitted under the contract must be marked as follows: "THIS INVOICE CONSTITUTES THE FINAL INVOICE - UPON PAYMENT OF THIS INVOICE NO OTHER MONIES ARE DUE UNDER CONTRACT NUMBER EA-133M-17-SE-xxxx."

Note: Electronic submission of invoices and associated documentation via e-mail and/or fax is authorized and encouraged.

(End of clause)

H.8 CAR 1352.271-75 DELIVERY AND SHIFTING OF THE VESSEL (APR 2010)

H.9 CAR 1352.271-72 ADDITIONAL ITEM REQUIREMENTS (AIR) - GROWTH WORK  
(APR 2010)

(a) This clause applies to Additional Item Requirements (AIR), also known as growth and emergent work ordered by the Contracting Officer pursuant to the Changes - Ship Repair clause or mutually agreed upon by the parties. The contractor shall perform AIR at the labor billing rates designated in the Schedule, as described in paragraph (c) of this clause. The AIR handling fee designated in the Schedule shall be the sole fee used for direct material purchases and subcontractor handling. The estimated quantity of labor hours and handling fees represent the Government's best estimate for growth that may be required throughout the contract performance period. All growth work shall be paid at the prices stated in the Schedule.

(b) The contractor shall take into account the potential for ordering all estimated AIR quantities in developing the Production Schedule. The ordering of any portion of the AIR quantities does not in itself warrant an extension to the original contract completion date; however, for planning purposes, the Government anticipates ordering AIR in accordance with the following schedule:

- (1) No more than 75% of the hours during the first half of the contract period of performance.
- (2) No more than 50% of the hours during the third quarter of the contract period of performance.
- (3) No more than 30% of the hours during the fourth quarter of the contract period of performance.

(c) The AIR labor rate shall be a flat, hourly rate to cover the entire effort and shall be burdened to include:

- (1) Direct production labor hour functions only. Direct production labor hours are hours of skilled labor at the journeyman level expended in direct production. Direct production is defined as work performed by a qualified craftsman that is directly related to the alteration, modification, or repair of the item or system identified as needing alteration, modification, or repair. The following functions are identified as direct production: Abrasive Cleaning/Water Blasting, Tank Cleaning, Welding, Burning, Brazing, Blacksmithing, Machining (inside and outside), Carpentry, Electrical/Electronic Work, Crane Operation, Shipfitting, Lagging/Insulating, Painting, Boilermaking, Pipe Fitting, Engineering (Production), Sheetmetal Work, Staging/Scaffolding, and Rigging.
- (2) Non-production labor hours (whether charged directly or indirectly by contractor's accounting system) shall be for labor in support of production functions. For purposes of this clause, support functions are defined as functions that do not directly contribute to the alteration, modification, or repair of the item or system identified as needing alteration, modification, or repair. Necessary support functions should be priced into the burdened rate for production labor hours. Examples of support functions include: Testing, Quality Assurance (inspection), Engineering (support), Planning (including involvement of craft foreman/journeyman in planning a task), Estimating (including determination of necessary materials and equipment needed to perform a task), Material Handling, Set-up (moving tools and equipment from shop to ship to perform a task), Fire Watch, General Labor (including general support of journeyman tasks), Cleaning (including debris pickup and removal), Surveying, Security, Transportation, Supervision, and Lofting (sail/pattern making).

(d) Additional Item Requirements do not include replacement work performed pursuant to the Inspection and Manner of Doing Work or Guarantees clauses.

(e) It is the Government's intention to award any growth work identified during the repair to the contractor, if a fair and reasonable price can be negotiated for such work, based upon Schedule rates. If a fair and reasonable price cannot be negotiated, the Government may, at its discretion, obtain services outside of the contract. Such services may be performed while the ship is undergoing repair in the contractor's facility pursuant to the Access to Vessels clause.

(f) The contractor shall submit to the Contracting Officer the following information in all AIR proposals:

- (1) Number of labor hours estimated; broken down by specific direct production labor category.
- (2) Material estimates, individually broken out and priced. When requested by the Contracting Officer, material quotes shall be provided.
- (3) Subcontractor estimates, individually broken out and priced along with the actual subcontractor quotes. The requirement to submit subcontractor quotes may be waived if deemed appropriate by the Contracting Officer.
- (4) Material/subcontractor handling fee and the basis for the fee.

(g) The contractor shall not be entitled to payment for any hours ordered pursuant to this clause until such time as a written contract modification is executed.

(End of clause)

#### H.10 CAR 1352.271-73 SCHEDULE OF WORK (APR 2010)

(a) Notwithstanding other requirements specified in this contract, the contractor shall provide to the Contracting Officer and COR the following documents within five (5) working days of the vessel's arrival at the contractor's facility:

- (1) Production Schedule
- (2) Work Package Network
- (3) Total Manpower Loading Curve
- (4) Trade Manning Curves
- (5) Subcontracting List

(b) The Production Schedule shall list the earliest, latest, and scheduled start and completion date for each work item awarded and shall identify the critical path. The Work Package Network shall show the work items, milestones, key events, and activities and shall clearly identify the critical path. The Total Manpower Loading Curve shall show the required manning for the duration of the contract. The Trade Manning Curves shall show the required manning for each trade for the duration of the contract. The Subcontracting List shall show work items, milestones, key events, and activities to be accomplished by subcontractors.

(c) Additional Item Requirements ordered and agreed upon, whether or not yet formalized via a change order (contract modification), shall be added to the Production Schedule, Trade Manning Curves, and Subcontracting List and submitted to the Contracting Officer and COR at each weekly Progress Meeting. Any anticipated or unanticipated deviation (greater than five (5) calendar days) from the Production Schedule shall be immediately brought to the attention of the Contracting Officer and COR.

(d) Any unauthorized deviation in the Production Schedule which results in a delay in the completion of work on a vessel past the established performance period completion date may entitle the Government to remedies for late performance, including, but not limited to, liquidated damages.

(End of clause)

#### H.11 CAR 1352.271-74 FORESEEABLE COST FACTORS PERTAINING TO DIFFERENT SHIPYARD LOCATIONS (APR 2010)

(a) The Contracting Officer will evaluate certain foreseeable costs that will vary with the location of the commercial shipyard to be used by bidders/offers under this solicitation. Costs will be calculated based on the bidder's/offers' shipyard location and these costs will be added, for the purposes of evaluation only, to the bidder's/offers' overall price.

(b) These elements of foreseeable costs consist of the following:

##### (1) *Vessel Transit:*

- (i) Vessel delivery costs will be based on one round trip from the vessel's homeport of **Norfolk, VA** to the contractor's facility at a cruising speed of **12** knots. Distances will be based on the NOAA publication, "Distance Between U.S. Ports".
- (ii) Daily vessel operational cost to navigate the vessel between its homeport and the contractor's offered place of performance is **\$8,518.52** per day. The number of days to transit to the contractor's offered place of performance from the vessel's homeport will be multiplied by the per-day operational cost.
- (iii) No operational costs will be applied if the ship can be delivered to the contractor's facility from its homeport within eight (8) hours port-to-port. If the delivery time exceeds eight (8) hours, but is less than 24 hours, it will be considered one full day. Any fraction of subsequent day(s) will be considered as a full day.

##### (2) *Shore Leave Costs:* If the contractor's facility is outside of a 50-mile radius of the vessel's homeport—

- (i) An assessment of **\$5,438.79** for each 15-day period or portion thereof, beginning with the vessel's departure from the homeport and concluding with the vessel's return to homeport.

- (ii) There will be an additional transportation cost for 34 vessel crew members for one (1) round trip(s) between the contractor's offered place of performance and the vessel's homeport at the cost of coach-type airfare.
- (3) *Travel and Per Diem Costs:* If the contractor's facility is outside of a 50-mile radius of the vessel's homeport—
  - (i) There will be a transportation cost for one (1) Contracting Officer's Representative (COR) for 1 round trip(s) between the contractor's offered place of performance and the COR's official duty station at the cost of coach-type airfare.
  - (ii) There will be a per diem expense for 120 calendar days to support one (1) COR while in the city of the place of contract performance, to be determined in accordance with the Joint Federal Travel Regulations (JFTR). The cost of car rental for the estimated performance period will also be included.
  - (iii) There will be a transportation cost for one (1) Contracting Officer for 0 round trip(s) between the Contracting Officer's official duty station and the contractor's offered place of performance at the cost of coach-type airfare, plus per diem expenses and a rental car.

(End of clause)

#### H.12 CAR 1352.271-75 DELIVERY AND SHIFTING OF THE VESSEL (APR 2010)

#### H.13 CAR 1352.271-76 PERFORMANCE (APR 2010)

- (a) The contractor shall not commence work until a notice to proceed has been issued by the Contracting Officer.
- (b) The Government shall deliver the vessel described in the contract at such time and location as may be specified in the contract. Upon completion of the work, the Government shall accept delivery of the vessel at such time and location as may be specified in the contract.
- (c) Without additional charge to the Government, and without specific requirement in the contract, the contractor shall:
  - (1) Make available, at the facility, to personnel of the vessel while in drydock or on a marine railway, sanitary facilities adequate for the number of personnel using them and acceptable to the Contracting Officer;
  - (2) Supply and maintain, in such condition as the Contracting Officer may reasonably require, suitable brows and gangways from the pier, drydock or marine railway to the vessel;
  - (3) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, riggings, or pipe lines; and
  - (4) Furnish suitable offices, office equipment and telephones at or near the site of the work as the Contracting Officer reasonably requires for personnel designated by the Government.
- (d) Except as otherwise provided in the contract, the contractor shall furnish all necessary material, labor, supervision, services, equipment, tools, supplies, power, accessories, facilities, and other things and services necessary for accomplishing the work.
- (e) The contractor shall conduct dock and sea trials of the vessel as required by the contract. Unless otherwise expressly provided in the contract, during the conduct of these trials the vessel shall be under the control of the vessel's commander and crew with representatives of the contractor and the Government on board to determine whether the work provided by the contractor has been satisfactorily performed. Dock and sea trials not specified which the contractor requires for its own benefit shall not be undertaken by the contractor without prior notice to and approval of the Contracting Officer; any such dock or sea trial shall be conducted at the risk and expense of the contractor. The contractor shall provide and install all fittings and appliances which may be necessary for the dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract plans and specifications have been met. The contractor shall also be responsible for the care, installation and removal of any instruments and apparatus furnished by the Government for such trials.

(End of clause)

#### H.14 CAR 1352.271-77 DELAYS (APR 2010)

H.15 CAR 1352.271-78	MINIMIZATION OF DELAY DUE TO GOVERNMENT FURNISHED PROPERTY (APR 2010)
H.16 CAR 1352.271-79	LIABILITY AND INSURANCE (APR 2010)
H.17 CAR 1352.271-80	TITLE (APR 2010)
H.18 CAR 1352.271-81	DISCHARGE OF LIENS (APR 2010)
H.19 CAR 1352.271-82	DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (APR 2010)
H.20 CAR 1352.271-83	GOVERNMENT REVIEW, COMMENT, ACCEPTANCE AND APPROVAL (APR 2010)
H.21 CAR 1352.271-84	ACCESS TO THE VESSEL (APR 2010)
H.22 CAR 1352.271-85	DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 2010)
H.23 CAR 1352.271-86	LAY DAYS (APR 2010)
H.24 CAR 1352.271-87	CHANGES – SHIP REPAIR (APR 2010)
H.25 CAR 1352.271-88	GUARANTEES (APR 2010)

(a) In the event any work performed or materials furnished by the contractor under this contract prove defective or deficient within 90 days from the date of redelivery of the vessel, the contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) The Government shall be entitled to rely upon any guarantee secured by the contractor or any sub-contractor covering work done or materials furnished which exceeds the 90-day period until its expiration.

(c) With respect to any individual work item identified and listed as incomplete at the redelivery of the vessel, the guarantee period shall run from the date of completion of such item.

(d) If and when practicable, the Government shall afford the contractor an opportunity to effect such corrections and repairs.

(1) If the Contracting Officer determines it is impracticable or is otherwise not advisable to return the vessel to the contractor, or the contractor fails to proceed promptly with any such repairs as directed by the Contracting Officer, the Contracting Officer may direct that the repairs be performed elsewhere, at the contractor's expense.

(2) Where corrections and repairs are to be made by other than the contractor due to nonreturn of the vessel to the contractor, the contractor's liability may be discharged by an equitable deduction in the price of the contract.

(e) The contractor's liability shall only extend for an additional 90-day guarantee period on those defects or deficiencies which it corrected. However, this clause does not limit the responsibility or relieve the liability of the contractor under the Liability and Insurance clause.

(f) At the Contracting Officer's option, defects and deficiencies may be left in their uncorrected condition. In that event, the contractor and the Contracting Officer shall agree on an equitable deduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract. If a defect or deficiency that exists at the time of redelivery of the vessel was not discovered by a reasonable inspection and is

discovered after the expiration of the time frame stated in this clause, it is not subject to the time limitations stated in this clause.

(End of clause)

H.26 CAR 1352.271-89 TEMPORARY SERVICES (APR 2010)

H.27 CAR 1352.271-90 INSURANCE REQUIREMENTS (APR 2010)

(a) The contractor shall procure and thereafter maintain the following insurance:

(1) Ship contractor's legal liability insurance to insure the risks described in paragraph (b) of clause 1352.271-79. This insurance shall be for \$1,000,000.00.

(2) Comprehensive general liability insurance and automobile insurance to insure the risks described in paragraph (c) of clause 1352.271-79. This insurance shall be for \$1,000,000.00 on account of any one accident or occurrence with respect to each vessel, boat, and/or barge upon which work is performed. The contractor shall cause the Government to be named as an additional insured under any and all liability insurance policies.

(3) Full coverage in accordance with the State Worker's Compensation law; and

(4) Full coverage in accordance with the United States Longshoremen's and Harbor Worker's Act.

(b) As evidence that it has obtained the insurance specified in paragraph (a) of this clause, the contractor shall furnish the Contracting Officer with a certificate or certificates executed by an agent of the insurer authorized to execute such certificates. Such certificates shall be furnished prior to commencement of the work. Each certificate shall state that (name of insurer) has insured (name of contractor) awarded contract number (to be provided at the time of award) for repair/alteration of NOAA SHIP THOMAS JEFFERSON in accordance with the Liability and Insurance clause and the Insurance Requirements clause contained herein. Each certificate shall set forth that each policy of insurance represented thereby will expire on (date) and that each such policy contains the following clause:

"It is agreed that in the event of cancellation or any material change in the policy adversely affecting the interest of the Government in this insurance, 30 days prior written notice will be given to the Contracting Officer."

(End of clause)

H.26 NOAA/ERAD REPRESENTATION, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

In accordance with FAR 14.201-1(c), the completed and submitted "Representations, Certifications, and Other Statements of Offeror" are hereby incorporated by reference in this resulting contract.

(End of Clause)

**END OF SECTION H**

## SECTION I

### CONTRACT CLAUSES

I.1 FAR 52.202-1	DEFINITIONS (NOV 2013)
I.2 FAR 52.203-3	GRATUITIES (APR 1984)
I.3 FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
I.4 FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
I.5 FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
I.6 FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
I.7 FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
I.8 FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
I.9 FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
I.10 FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
I.11 FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)
I.12 FAR 52.204-13	SYSTEM FOR AWARD MAINTENANCE (OCT 2016)
I.13 FAR 52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
I.14 FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
I.15 FAR 52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
I.16 FAR 52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)
I.17 FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
I.18 FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
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I.20 FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
I.21 FAR 52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016)
I.22 FAR 52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)
I.23 FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
I.24 FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
I.25 FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
I.26 FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)
I.27 FAR 52.222-37	EMPLOYMENT REPORTS VETERANS (FEB 2016)
I.28 FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
I.29 FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
I.30 FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
I.31 FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
I.32 FAR 52.225-1	BUY AMERICAN ACT--SUPPLIES (MAY 2014)
I.33 FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
I.34 FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
I.35 FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
I.36 FAR 52.227-3	PATENT INDEMNITY (APR 1984)
I.37 FAR 52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
I.38 FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
I.39 FAR 52.232-1	PAYMENTS (APR 1984)
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I.41 FAR 52.232-11	EXTRAS (APR 1984)
I.42 FAR 52.232-17	INTEREST (MAY 2014)
I.43 FAR 52.232-18	AVAILABILITY OF FUNDS (APR 1984)
I.44 FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)

I.45 FAR 52.232-25	PROMPT PAYMENT (JAN 2017)
I.46 FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
I.47 FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
I.48 FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
I.49 FAR 52.233-1	DISPUTES (MAY 2014)—ALTERNATE 1 (DEC 1991)
I.50 FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
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I.54 FAR 52.245-1	GOVERNMENT PROPERTY (JAN 2017)
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I.58 FAR 52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
I.59 FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
I.60 FAR 52.203-19	“PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in subpart [2.1](#) entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that

such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

#### I.61 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of a Government Contracting Officer and shall not be binding until so approved.

(End of clause)

#### I.62 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(This clause applies only where the resultant contract value is expected to exceed \$500,000 and if the offeror checked “has” in paragraph (b) of provision 52.209-7)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management 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 FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS 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 FAPIIS 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)

**I.63 FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government requires the delivery of the numbered line items, identified in the Schedule as an option item in the quantity and at the price stated in the Schedule. The option quantities shown in Section B are estimates only. The Government has the right to require performance of these items at the quantities deemed necessary. Therefore, the Government may exercise an option item on more than one occasion during the contract period of performance. The Contracting Officer will provide initial notification of the exercise of an option either verbally, by facsimile, or both. When time is of the essence initial notification will be provided verbally followed within 24 hours by a facsimile or e-mail of confirmation. A contract modification will be executed shortly thereafter to include those options wherein exercise notification was provided. Such options may be exercised at time of award, during the contract period of performance or within six months after the date of award. To maintain the contract performance period the Contractor shall commence performance of an option item immediately upon receiving initial notification; but, no later than 24 hours thereafter, unless proper sequencing of the work requires a delay in beginning performance of the option. In that case, the option CLIN shall be commenced as soon as proper sequencing permits. The exercise of any option item during the contract period of performance will not normally extend the contract performance period. The Government may exercise options at any time during the contract performance period.

(End of Clause)

**I.64 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 2016)**

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

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

“Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.

“Ozone-depleting substance” 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), (d), and (e) 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).

(c) *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—

- (1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—
    - (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
    - (ii) Contract number; and
    - (iii) Equipment/appliance;
  - (2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after -
    - (i) Annually by November 30 of each year during contract performance; and
    - (ii) At the end of contract performance.
  - (d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap> ) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap> .
- (End of Clause)

I.65 NAM 1330-52.222-70      NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT  
PREVENTION AND RESPONSE POLICY (MAY 2018)

In accordance with [NOAA Administrative Order \(NAO\) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy](#), it is the policy of NOAA to maintain a work environment free from sexual assault and sexual harassment. NOAA prohibits sexual assault and sexual harassment by or of any employee, supervisor, manager, contractor, vendor, affiliate, or other individual with whom NOAA employees come into contact by the virtue of their work for NOAA.

***(a) Definitions.***

*Contractor Employees* - The term “contractor employees,” as used in this solicitation and contract language, refers to employees of the prime contractor or its subcontractors, affiliates, consultants, or team members.

*Sexual Assault* - The term sexual assault, as used in this solicitation and contract language, means any conduct proscribed by state or federal sexual abuse laws, including, but not limited to, those defined in chapter 109A of title 18 of the U.S. Code (sexual abuse), and assaults committed both by offenders who are strangers to the victim and by offenders who are known or related by blood or marriage to the victim.

*Sexual Harassment* - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

The main characteristics of sexual harassment are that the harasser's conduct is targeted against the recipient's sex, gender identity, or sexual orientation, and is unwelcome to the recipient. It may include, but is not limited to: offensive jokes, slurs, epithets or name calling, undue attention, physical assaults or threats, unwelcome touching or contact, intimidation, ridicule or mockery, insults or put-downs, constant or unwelcome questions about an individual's identity, and offensive objects or pictures.

**(b) Requirements.**

1. It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment.
2. The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract so that it is binding upon each subcontractor.
3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the Contracting Officer's Representative (COR), subset of the COR (e.g. Task Manager or Assistant COR), or contracting officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6,.07, Reporting from Remote Locations.
  - i. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.
  - ii. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).
4. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, *Prevention Training and Awareness*, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within\_\_business days [30 unless a different number is inserted] of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

Evidence of initial training by name and date completed for each contractor employee, shall be submitted to the COR or contracting officer (if no COR assigned) within 10 business days of completion.

Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or contracting officer (if no COR assigned) no later than March 1<sup>st</sup> of each calendar year of contract performance.

- i. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager. A link to the website including the required elements of the training is provided at: [http://www.ago.noaa.gov/quicklinks/harassment\\_training.html](http://www.ago.noaa.gov/quicklinks/harassment_training.html). The website will also provide training materials and resources to assist the contractor in conducting the training. The contractor may provide training that solely addresses the NOAA required elements or may supplement existing company sexual assault and sexual harassment training in a manner that ensures all of the elements are adequately addressed.

- ii. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.
  - iii. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.
  - iv. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.
5. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

***(c) Sexual Assault/Sexual Harassment (SASH) Helpline.***

For NOAA employees, affiliates, and contractors who have experienced sexual assault or sexual harassment, NOAA has established the NOAA Sexual Assault/Sexual Harassment (SASH) helpline. This helpline is designed to provide crisis intervention, referrals, and emotional support to those who are victims and/or survivors of sexual harassment or sexual assault within the workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee. All services are anonymous, secure, and available worldwide, 24 hours a day, seven days a week. The NOAA SASH helpline is accessible through a variety of channels, including:

- \* Phone: 1-866-288-6558
- \* Website & Online Chat: <http://NOAASASHHelpline.org>
- \* Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)
- \* Text: (202) 335-0265

***(d) Confidentiality.***

Any party receiving information from the filing of a complaint alleging sexual assault or sexual harassment, or while performing an investigation into such a complaint, shall keep the information confidential. "Confidentiality" means that the information shall only be shared with others who have a need to know the information to conduct their official duties.

***(e) Remedies.***

In addition to other remedies available to the Government, contractor employee violations of Federal requirements (e.g., law, statutes, executive orders, code, rules, regulations) applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training set forth in this solicitation and contract language, may result in:

- 1. Requiring the Contractor to remove a contractor employee or employees from the performance of the contract;
- 2. Requiring the Contractor to terminate a subcontract;
- 3. Suspension of contract payments until the Contractor has taken appropriate remedial action;
- 4. Termination of the contract for default or cause, in accordance with the termination clause of this contract;
- 5. Suspension or debarment; or

6. Other appropriate action.  
(End of Solicitation and Contract language)

**END OF SECTION I**



**SECTION J**

**LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>	<b>Number of Pages</b>
J.1	Specification entitled “NOAA SHIP <i>THOMAS JEFFERSON</i> Dry Docking and Repairs,” dated September 25, 2018, ". Standard Specifications, Drawings, and Technical Manuals have been uploaded to <a href="http://www.fbo.gov">www.fbo.gov</a>	128
J.2	Pricing Excel Sheet/Section B, Schedule of Supplies and Services	1 tab
J.3	Past Performance Form	1
J.4	Past Performance Questionnaire	5
J.5	United States Department of Labor (USDL)SDL Poster	2

**END OF SECTION J**

## **SECTION K**

### **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

#### **K.1 FAR 52.204-8      ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)**

- a) (1) The North American Industry classification System (NAICS) code for this acquisition is **336611**.  
 (2) The small business size standard is **1250 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) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.  
 (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:  
     ☐ (i) Paragraph (d) applies.  
     ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:  
     (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—  
         (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;  
         (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or  
         (C) The solicitation is for utility services for which rates are set by law or regulation.  
     (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.  
     (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.  
     (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.  
     (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—  
         (A) Are not set aside for small business concerns;  
         (B) Exceed the simplified acquisition threshold; and  
         (C) Are for contracts that will be performed in the United States or its outlying areas.  
     (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.  
     (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.
- (xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of Provision)

K.2 FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

K.3 FAR 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

K.4 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

K.5 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It

does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### K.6 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATION (OCT 2015)

#### K.7 NAM 1330-52.203-71 NOTICE OF POST-GOVERNMENT EMPLOYMENT RESTRICTIONS (OCT 2015)

By submission of an offer in response to a NOAA solicitation or acceptance of a contract, the contractor acknowledges the restriction on current NOAA employees regarding contact with offerors regarding prospective employment and the corresponding obligations for contractors who engage them. The contractor further acknowledges that it has provided notice to former NOAA employees who will provide service to NOAA under the contract of post-Government employment restrictions that apply to them. Such restrictions include, but are not limited to, those set forth in:

- (a) 41 U.S.C. § 2103 regarding contacts between a federal employee working on a procurement and an offeror about prospective employment;
- (b) 18 U.S.C. § 207 regarding the restrictions on former federal employees having contact with a federal agency on behalf of another person or entity concerning a specific party matter with which the former employee was involved as a federal employee or for which the former federal employee had official responsibility;
- (c) 18 U.S.C. § 207 regarding the restrictions on former senior employees and senior political employees from having contact with his former federal agency on behalf of another person or entity concerning any official matter; and
- (d) 41 U.S.C. § 2104 regarding the restrictions on a former federal employee involved in an acquisition over \$10,000,000 from accepting compensation from a contractor.

(End of provision)

**END OF SECTION K**

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR**

**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of Provision)

**L.2 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (UNIQUE ENTITY IDENTIFIER (OCT 2016)**

**L.3 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

**L.4 FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

**L.5 FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

**L.6 FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

**L.7 FAR 52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2017)**

These instructions prescribe the format and approach to be used in the development and presentation of proposal data. They are designed to assure the submission of information essential to the proposal. The instructions permit the inclusion of data or information an offeror deems pertinent.

1. Proposals must be prepared in accordance with these instructions, providing all required information in the format specified. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

2. Any resultant contract shall include the general contract provisions and contract clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included. The Government reserves the right to incorporate into the resulting contract all or any portion of the offeror's proposal.

3. The proposal shall concisely describe the offeror's response to the requirements of the solicitation. Elaborate artwork, expensive paper or bindings, and expensive visual or other aids are not necessary or encouraged.

4. There are two cutoff dates for inquiries pertaining to this solicitation; one date is before the tentative date of the site visit, and one date is after the site visit has occurred.

**Inquiry Cut-off Date 1: November 9, 2018 at 10:00 am EST.** Prospective Offerors shall submit questions and clarifications pertaining to the provided documents.

**Inquiry Cut-off Date 2: November 27, 2018 at 10:00 am EST.** ONLY inquiries resulting from the site visit shall be addressed.

All inquiries must be received *in writing, via email* to Contract Specialist, Sarah Rall, at [sarah.rall@noaa.gov](mailto:sarah.rall@noaa.gov) no later than the TWO (2) identified Cut-off dates listed.

Responses pertinent to all prospective offerors will be included in an amendment to the solicitation.

### **REQUIREMENTS FOR PROPOSAL CONTENT:**

Proposals shall be submitted to Contract Specialist, Sarah Rall via email at [sarah.rall@noaa.gov](mailto:sarah.rall@noaa.gov) no later than **12:00 PM EST, December 4, 2018**.

The proposal shall be sent in two separate volumes, specifically, the Price portion of the proposal shall be submitted as a separate electronic file from the Past Performance Proposal.

Volume I: Past Performance Proposal

Volume II: Price Proposal

Include the RFP number, the Volume number (I or II), and the Name of the offeror in the subject line of each email.

### **1. Volume I – Past Performance Proposal**

In accordance with FAR 15.305(a)(2)(1), the offeror is required to identify past or current contracts (including Federal, State, and local Government and/or commercial) for efforts similar to the requirement of this solicitation. The Government may consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance. The offeror is further reminded that the source selection authority shall determine the relevance of similar past performance information (PPI).

The offeror shall limit this information to no more than five (5) contracts performed within the last 3 years, each listed separately. The offeror is requested to provide this information in the following format for each contract:

- a. Contract Number and Client point of contact (including 2 points of contact with telephone numbers and email addresses)
- b. Ship Name, Hull Number
- c. Dollar Value of the contract (Original: \$ \_\_\_\_\_ and Final: \$ \_\_\_\_\_)
- d. Type of service performed and whether Prime or Sub Contractor
- e. Contract performance period at the start of the contract:
- f. Contract performance period at the end of the contract (actual performance dates upon completion): Start: \_\_\_\_\_ End: \_\_\_\_\_
- g. Contract Type: \_\_\_\_\_
- h. Percentage of growth in contract price (Additional work divided by award price) and the extent of Subcontracting

The Past Performance Form, included at Attachment J.3, and the Past Performance Questionnaire, included at Attachment J.4 are provided for the Offeror to submit to the client for each project the Offeror includes in its proposal for the Past Performance factor. Ensure correct phone numbers and e-mail addresses are provided for the client point of contact. Completed Past Performance forms and questionnaires shall be submitted by the client directly to the Contract Specialist, Sarah Rall, via e-mail at [sarah.rall@noaa.gov](mailto:sarah.rall@noaa.gov). Past Performance forms and associated documents must be received by the Contract Specialist prior to the due date and time for receipt of offers

Contractors shall assume that the Government has no prior knowledge of them and that it will base its evaluation on the information presented in the Past Performance Proposal; as such, Past Performance Proposals must be fully self-sufficient and provide all necessary information. Failure to submit the Past



Performance Proposal by the date and time cited above may be cause for rejection and the proposal receiving no further consideration.

## 2. Volume II – Price Proposal

The price proposal shall be completed using the Price Schedule provided at Attachment J.2 and must be submitted as a separate excel spreadsheet without password protection or locked cells. Unit prices and totals shall reflect actual prices without the use of rounding or weighting. The completed SF33 shall be included with the Price Quote. The Offeror shall include the unit price, and the total amount for each contract line item number (CLIN). The provided pricing for each of the CLINs will be added together to derive the overall evaluated price.

(End of Addendum to FAR Provision 52.215-1)

### L.8 CAR 1352.233-70 AGENCY PROTESTS (APR 2010)

a) An agency protest may be filed with either: (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Department of Commerce, NOAA, ERAD  
Attn: Arthur A. Hildebrandt  
200 Granby Street, 8th Floor  
Norfolk, VA 23510

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

U.S. Department of Commerce  
Senior Procurement Executive  
1401 Constitution Avenue NW Suite 6422  
Washington, D.C. 20230

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division, Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230.  
FAX: (202) 482-5858

(End of Provision)

### L.9 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price supply type contract resulting from this solicitation.

(End of Provision)

L.10 CAR 1352.270-71 PRE-BID/PRE-QUOTE CONFERENCE AND SITE VISIT (APR 2010)

(a) A pre-proposal site visit is scheduled for on 16 November 2018, 9:00 AM EST at the ship's homeport in Norfolk, VA during which potential Contractors may obtain a better understanding of the work required. All contractors, vendors and visitors must make pre-arrival arrangements on or before November 9, 2018 for access in advance by contacting Port Engineer, Neil Lamartin, phone: 757-441-6369, email: [neil.s.lamartin@noaa.gov](mailto:neil.s.lamartin@noaa.gov). Only individuals on the Port Engineer's access list will be permitted onto the site to participate in the site inspection.

(b) Questions resulting from the site visit shall be submitted in writing no later than 10:00 am EST, November 27, 2018. An abstract of the submitted questions and the Government's answers will be included in an Amendment issued to the solicitation.

(c) Offerors are cautioned that, notwithstanding any remarks, clarifications, or responses provided at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by written amendment. It is the responsibility of each offeror to seek clarification of any perceived ambiguity of documents within the solicitation prior to submitting a proposal.

(d) During the conference, an opportunity to visit the site of the work, and, if applicable, inspect equipment on which maintenance or repairs are to be performed will be offered to attendees.

(e) Offerors are expected to satisfy themselves regarding all conditions that may affect the work required or the cost of Contract performance. In no event shall failure to inspect the site and/or equipment constitute grounds for any protest or Contract claim.

(End of clause)

**END OF SECTION L**

## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

M.1 FAR 52.217-4      EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

M.2 FAR 52.217-5      EVALUATION OF OPTIONS (JUL 1990)

M.3 CAR 1352.215-74 BEST VALUE EVALUATION (APR 2010)

(a) Award will be made to the offeror: whose offer conforms to the solicitation requirements; who is determined responsible in accordance with FAR Subpart 9.1 by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price/cost and non-price evaluation factors, to provide the best value to the Government in accordance with CAR 1352.215-75, Evaluation Criteria.

(b) The Government intends to award a single firm fixed-price contract from this solicitation. The Government reserves the right not to award a contract depending on the quality of the proposal(s) submitted and the availability of funds.

(c) Evaluation of Proposals

(1) Initial Evaluation of Proposals – Upon receipt, all offers will be screened to determine whether each offer is in compliance with the requirements of this solicitation. Any offer that does not comply with the requirements of this solicitation may be eliminated from further consideration. The Government reserves the right to make an award without discussions based solely upon initial proposals. Therefore, offerors should ensure that their initial proposal constitutes their best offer in terms of price.

(2) Award Without Discussion: The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)) based on best value determination using a combination of past performance and price. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(End of Provision)

M.4 CAR 1352.215-75      EVALUATION CRITERIA (APR 2010)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government may make an award to other than the lowest-priced offeror or the offeror with the highest technical score if the source selection official determines that to do so would result in the best value to the Government.

The two (2) following factors shall be used to evaluate offers:

1. Past Performance
2. Price

\*\*\*\*Past Performance is significantly more important than Price\*\*\*\*

**Factor 1 – PAST PERFORMANCE.** The offeror's past performance on relevant contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, effective management of subcontractors,

cost management, level of communication between the contracting parties, proactive management and customer satisfaction.

The Government reserves the right to assess the past performance of proposed subcontractors.

The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the offeror, the agency's knowledge of contractor performance, other Government agencies or commercial entities, or past performance databases.

If an offeror does not have a history of relevant contract experience, or if past performance information is not available, the offeror will receive a neutral past performance rating.

**Factor 2 – PRICE:** The Offeror's price shall represent the best price in response to the Request For Proposal. The price shall be evaluated to determine fairness and reasonableness. The total evaluated price of the offeror will be determined by totaling the proposed prices of all the Base Item CLINS plus the Option Item CLINS, and the Additional Item Requests(AIRs)/Growth Item CLINS.

The Government will determine the best value to the Government by assessing the benefits or better performance versus the added price through trade-off analysis. However, the Government will not award at significantly higher prices to only achieve slightly better performance. As non-price factors become equal-price becomes increasingly important.

The Government will make an award resulting from this solicitation to the responsible Offeror whose proposal, conforming to the solicitation will be most advantageous to the Government, price and past performance considered.

(End of provision)

**END OF SECTION M**