

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3		PAGE OF PAGES 1 124			
2. CONTRACT NO.		3. SOLICITATION NO. N4215821R0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO. N4215820JM			
7. ISSUED BY NORFOLK NAVAL SHIPYARD ATTN: JOEL MASON CVN AVAIL BRANCH C431, BLDG 65, 2ND FLOOR PORTSMOUTH VA 23709-1022 CODE N42158 TEL: 757-396-0332 FAX: 757-396-9866				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME JOEL J MASON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-396-0332				C. E-MAIL ADDRESS joel.mason@navy.mil			
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
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		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EX-MCKEE - Article 520 Release CPFF The contractor shall perform in accordance with the Statement of Work (SOW) contained within Section C and Attachments listed within Section J. FOB: Destination PURCHASE REQUEST NUMBER: N4215820JM PSC CD: F108	68,768	Hours		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	EX-MCKEE -Services CPFF The contractor shall perform in accordance with the Statement of Work (SOW) contained within Section C and Attachments listed within Section J. FOB: Destination PURCHASE REQUEST NUMBER: N4215820JM PSC CD: F108	115,532	Hours		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	DATA CPFF Data for CLINs 0001-0003. The data to be furnished shall be prepared in accordance with the Contracts Data Requirements List (CDRL) DD Form 1423 within Exhibit A of Section J. The cost associated with the required CDRLs shall be included in the cost of the aforementioned CLINs. FOB: Destination PURCHASE REQUEST NUMBER: N4215820JM	1	Set		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	EX-MCKEE - Article 520 Release CPFF The contractor shall perform in accordance with the Statement of Work (SOW) contained within Section C and Attachments listed within Section J. FOB: Destination PURCHASE REQUEST NUMBER: N4215820JM PSC CD: F108	68,768	Hours		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	EX-MCKEE -Services CPFF The contractor shall perform in accordance with the Statement of Work (SOW) contained within Section C and Attachments listed within Section J. FOB: Destination PURCHASE REQUEST NUMBER: N4215820JM PSC CD: F108	115,532	Hours		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	DATA CPFF Data for CLINs 1001-1003. The data to be furnished shall be prepared in accordance with the Contracts Data Requirements List (CDRL) DD Form 1423 within Exhibit A of Section J. The cost associated with the required CDRLs shall be included in the cost of the aforementioned CLINs. FOB: Destination	1	Set		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

CLAUSES INCORPORATED BY FULL TEXT

B-215-H002 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (OCT 2018)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (excluding economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the

Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1).

(f) The Contractor shall make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

(End of text)

B-227-H001 PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (OCT 2018)

(a) For the purpose of paragraph (c) of the "Progress Payments" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "Technical Data--Withholding of Payment" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "Limitation On Withholding of Payments (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

(End of text)

B-231-H002 WORKSITE TRAVEL COSTS (NAVSEA) (OCT 2018)

(a) The contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the contractor's facility for performance of contract work.

(b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before or after these workers' regular shifts (commuting costs), and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable and approved in writing by the Government. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.

(d) Additionally, the contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting contractor or subcontractor personnel between the contractor's facility (or subcontractor's facility), and any other worksite to perform ship repair, maintenance or modernization. Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the contractor on behalf of the work force.

(End of text)

B-232-H003 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (OCT 2018)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

(b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be equal to _____ percent (_____) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost And Payment" (FAR 52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable (percentage of fee payable is based on fee dollars divided by estimated cost dollars including facilities capital cost of money). Fee shall not be applied on Facilities Capital Cost of Money per FAR 15.404-4(c)(3) and DFARS 215-404-71-4. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, per the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22) or "Limitation of Cost" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) per paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of text)

B-232-H004 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)--BASIC (NAVSEA) (OCT 2018)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

(b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be equal to _____ percent (_____%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost And Payment" (FAR 52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Fee shall not be applied on Facilities Capital Cost of Money per FAR 15.404-4(c)(3) and DFARS 215-404-71-4. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the text entitled Level of Effort. If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) per the text entitled Level of Effort", or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA) (OCT 2018)

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of text)

DRAFT

Section C - Descriptions and Specifications

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1 SCOPE:

1.1 Contractor shall remove all radioactively contaminated (or potentially radioactively contaminated) equipment and systems on board the Ex-MCKEE (AS-41). Contractor shall perform a space release (Article 520 Release) on all nuclear spaces aboard the Ex-McKee per NAVSEA 389-0288. This includes removal and proper disposal of material that would be an interference to performing the radiological release of the ship, removal and radwaste of internal RLW tank, providing sampling services, all temporary services, rigging and crane services. Also, in accordance with (IAW) NAVSEA 389-0288 prepare an Article 520 release letter/report to NAVSEA 08 for approval and final disposal of the Ex-McKee.

2 Period of Performance:

2.1 The contractor shall accomplish all work in accordance with the period of performance specified in Section F.

3 Place of Performance:

3.1 The contractor shall bring all required tooling and equipment to accomplish all work at Norfolk Naval Shipyard (NNSY), pierside, within the Controlled Industrial Area (CIA) with the exception of non-nuclear structural item fabrication.

4 Security Requirements:

4.1 The Contractor shall ensure all applicable personnel have the proper security clearances for work performance under this contract. The Contractor shall prepare and submit a complete list of all personnel, with security clearance, who shall perform work under this contract. (CDRL A001)

4.2 The engineering and planning personnel shall be required to hold CONFIDENTIAL security clearance in order to accomplish the planning and technical work documents for performing work. All contractor personnel working inside NNSY shall be a United States citizen.

5 References:

The following documents and their references shall be used in the technical requirements for performing work under this contract. The most current reference revision shall be in effect at the time of award, unless otherwise specified. All work shall be performed in accordance with the drawings, documents and procedures cited below. The revision/change levels of any NAVSEA drawings or document utilized shall be dictated by the most current revision/change unless directed otherwise via NAVSEA approved document for performing work under this Statement of Work (SOW). If the Contractor desires to use any drawing or technical instruction outside of these guidelines, cognizant Technical Authority concurrence shall be given in writing prior to using any other reference, via a Contractor deficiency reporting process to include resolution. Any document not available to the Contractor can be obtained by request via the NNSY

Contracting Officer.

- 5.1 Code of Federal Regulations (CFR), Title 49
- 5.2 CFR, Title 10
- 5.3 Radiological Controls for Shipyards (NAVSEA 389-0288)
- 5.4 International Standards Organization - ISO 9001; Quality Management Systems- Requirements
- 5.5 Naval Ship's Technical Manual S9086-CH-STM-030/CH 074, Volume 3; Gas Free Engineering
- 5.6 Code of Federal Regulations - 29 CFR 1915, Title 29; Occupational Safety and Health Standards for Shipyard Employment
- 5.7 OPNAVINST 5100.19; Navy Occupational Safety and Health Program for Forces Afloat
- 5.8 NAVSEA INSTRUCTION 4700.17; Preparation and Submission of Trouble Reports
- 5.9 NAVSEA INSTRUCTION 5400.95; Waterfront and Technical Authority Policy
- 5.10 Code of Federal Regulations 40; Protection of Environment
- 5.11 Code of Federal Regulation 49; Transportation
- 5.12 Code of Federal Regulations 19; 1910; Occupational Safety and Health Standards
- 5.13 NAVSEA Standard Item (SI) 009-32; Cleaning and Painting Requirements
- 5.14 NAVSEA Standard Item (SI) 009-01; General Criteria; accomplish
- 5.15 NAVSEA Standard Item (SI) 009-02; Environmental Compliance Report for Material Usage; accomplish
- 5.16 NAVSEA Standard Item (SI) 009-03; Toxic and Hazardous Substance; control
- 5.17 NAVSEA Standard Item (SI) 009-04; Quality Management System; provide
- 5.18 NAVSEA Standard Item (SI) 009-05 Temporary Access; accomplish
- 5.19 NAVSEA Standard Item (SI) 009-07; Confined Space Entry, Certification, Fire Prevention and Housekeeping; accomplish
- 5.20 NAVSEA Standard Item (SI) 009-08; Shipboard Fire Protection and Fire Prevention; accomplish
- 5.21 NAVSEA Standard Item (SI) 009-09 Process Control Procedure (PCP); provide and accomplish
- 5.22 NAVSEA Standard Item (SI) 009-10; Asbestos-Containing Material (ACM); control
- 5.23 NAVSEA Standard Item (SI) 009-12; Weld, Fabricate, and Inspect; accomplish
- 5.24 NAVSEA Standard Item (SI) 009-40; Contractor Crane, Multi-Purpose Machine and Material Handling Equipment at a Naval Facility; provide
- 5.25 NAVSEA Standard Item (SI) 009-60; Schedule and Associated Reports for Availabilities Over 9 Weeks in Duration; provide and manage
- 5.26 NAVSEA Standard Item (SI) 009-65; Polychlorinated Biphenyls (PCBs); control
- 5.27 NAVSEA Standard Item (SI) 009-70; Confined Space Entry, Certification, Fire Protection, Fire Prevention, and Housekeeping for Unmanned Vessel; accomplish
- 5.28 NAVSEA Standard Item (SI) 009-74; Occupational, Safety and Health Plan; accomplish
- 5.29 NAVSEA Standard Item (SI) 009-100; Ship's Stability; maintain
- 5.30 NAVSEA Standard Item (SI) 009-103; Weight and Moment Change Data; provide
- 5.31 NAVSEA Standard Item (SI) 009-120; Fact Finding and Critique of Unplanned Event; manage
- 5.32 NAVSEA Standard Item (SI) 009-122; Temporary Padeye; install and remove

- 5.33 Local Standard Item 042-26-001 Security Requirements for Work Within Norfolk Naval Shipyard (NNSY); accomplish
- 5.34 Local Standard Item 042-11-001 General Occupational Safety, Health and Environment (OSHE) Requirements for Work Within Norfolk Naval Shipyard; accomplish (PCP)
- 5.35 OSHECM Chapter 250 'Hazardous Energy Control'
- 5.36 COMNAVREG MIDLANT INSTRUCTION 11262.1A Contractor Crane/Weight Handling Equipment Oversight.
- 5.37 Norfolk Naval Shipyard (NNSY) Asset Authorization Submittal Requirements
- 5.38 NAVFAC P-307; Weight Handling Program Management
- 5.39 NAVSEA Instruction 9210.47 Requirements For Mixed Waste And Radioactive Polychlorinated Biphenyl (Pcb) Waste Control
- 5.40 Local Standard Item 042-22-001 General Requirements for Work Within Norfolk Naval Shipyard (NNSY); accomplish
- 5.41 NAVSEA S9213-70-MMA-000 Radiological Controls Manual Decontamination and Decommissioning Supplement

6 Quality Management and Assurance:

- 6.1 The Contractor shall develop and maintain a Quality Management System, compliant with reference (5.4), which provide assurances that all contracted work submitted to the Government for acceptance conforms to contract requirements. The Contractor's Quality Management System shall be documented and shall be submitted as part of the contract award process. The Contractor's Quality Management System shall be developed and approved by NNSY prior to start of performance and shall be subject to periodic audits by NNSY throughout the contract Period of Performance. The Contractor shall provide a copy of the Quality Management System, to include any applicable quality manuals, process instructions, and weld/braze procedures via electronic media (email) to the Contracting Officer Representative (COR). The Contractor shall notify NNSY Contracting Officer (KO) in writing of any change to the Quality Management System, to include any updates, within one (1) week of change.

7 REQUIREMENTS:

7.1 NNSY Requirements:

- 7.1.1 NNSY shall provide water, 90 psi tool air, and power to the pierside. 75kVA transformer provides power.
- 7.1.2 NNSY shall provide berthing drawing of the AS-41 Ex-McKee per Attachment 3.
- 7.1.3 NNSY shall provide initial radiological and waste characterization information

to the Contractor. The information, which may (but NNSY is not required to) include waste characterization profiles, and radiological surveys, shall be provided in a format acceptable to reference (5.3). This is provided for information purposes only and shall be verified by the contractor. Refer to section 7.5.6.

7.1.4 NNSY shall support Contractor work on 1st and 2nd shift Monday through Saturday, excluding government holidays. Due to overtime considerations, notification to the COR is required to support work outside of normal business hours. Notification shall be received by the close of business on Tuesday of the week prior the week additional support is needed. Support outside of normal business hours shall be evaluated on a case-by-case basis.

7.1.5 NNSY shall maintain a custodian work force on the AS-41 to include inspections and small work items outside of the contractors work areas.

7.1.5.1 Maintain the fire and flood alarms and alarm system.

7.1.5.2 Monitoring shipyard workers access control.

7.1.5.3 Contractor is required to maintain contractor work force access control, including logging personnel on and off the ship. Contractor is required to know which employees are on the ship at all times.

7.1.6 NNSY shall maintain ship security including securing the ship when it is unoccupied.

7.1.7 NNSY shall provide a technical representative points of contact for interface. See 7.15.

7.2 General Requirements: In the performance of the resulting contract, the Contractor shall:

7.2.1 The Contractor shall perform all work in accordance with all applicable references identified in section 5. The Contractor shall comply with references as cited within this Statement of Work and the current contract modification, unless otherwise authorized by the Government. The effective issue of Government approved documents referenced in the ship specifications or otherwise invoked in this contract, including revisions or amendments, shall be the latest document date prior to contract award that has been accepted by the Contractor. The Contractor shall promptly notify the government of all revisions identified to the documents referenced in section 5 and identify all cost and schedule impacts. If required, the contractor shall submit an equitable adjustment request based upon revision as authorized through a contract modification. Individual process, system, and component specification upgrades shall be addressed as identified in the Final Work Package. These requests shall be evaluated prior to implementation based on their economy, feasibility and practicality.

Implementation shall be in accordance with standard shipyard procedures identified in the Quality Assurance Program Requirements.

- 7.2.2 Contractor shall personally notify at least one senior Naval Nuclear Propulsion Program (NNPP) representative, the COR, and the Contracting Officer of any issue related to licenses, permits, agreements, consents, or other legal authorization required to perform work specified herein that would adversely affect the Contractor's ability to perform the functions defined in the contract. This notification is required whether or not such documents are identified in this specification. This notification shall be via teleconference within one (1) business day of identification of the issue and shall be followed up in writing within five (5) calendar days. Additionally, senior Contractor personnel shall personally inform at least one senior NNPP representative and the COR prior to initiating any discussion, oral or written, with State, Federal, or local regulators concerning the handling, packaging of NNPP waste. This notification shall occur under all circumstances even if the Contractor does not specifically identify that the NNPP is the waste generator. This notification is in addition to, and not in lieu of, the Contractor's responsibility to promptly notify the Contracting Officer of any issues that could adversely affect schedule, impact performance or result in non-compliance with the contract. The senior Contractor Personnel and senior NNPP representative(s) for this contract shall be designated at time of contract award (and updated as necessary).
- 7.2.3 Contractor shall follow all security requirements of reference (5.33) and Safety, Health, and Environment requirements of reference (5.34).
- 7.2.4 The Contractor shall provide to the COR an updated Plan of Action and Milestones (POA&M) and schedule for all associated work.
- 7.2.5 The Contractor shall submit Contract Funds Status Reports (CFSR) and the status of work reports. CFSRs and status of work reports shall be provided to the Government for all cost- reimbursement subcontracts. Should any subcontractors in a fixed price arrangement be shall to provide similar data, it should be integrated in the Contractor's data as a part of the completion report. (CDRL A008 for CFSR)
- 7.2.6 The Contractor shall provide Project Management to participate in the following meetings and conferences:
- 7.2.6.1 The Cost Report meeting. Every 2 weeks beginning at one month before beginning work through completion of contracted work.
- 7.2.6.2 Weekly Progress meeting. One meeting per week beginning at one month before beginning work through completion of contracted work.

- 7.2.6.3 Periodic availability review conferences at 25%, 50%, 75% accomplishment of work.
- 7.2.6.4 Daily Production meetings with C400/COR.
- 7.2.6.5 Other meetings as required to cover any emergent needs that may develop over the availability.
- 7.2.7 The Contractor shall furnish the material, services, and work space/trailers, unless furnished by the Government under express provisions of this contract, necessary for the execution of work.
- 7.2.8 Contractor shall be responsible for removal and preparation for disposal of all radioactively contaminated and potentially radioactively contaminated equipment or systems on board the AS-41 IAW documents in section 5.
- 7.2.9 Contractor shall be responsible for removal of all equipment, furnishings and structural interference items including tanks, lead shielded piping and shielded decks. Some of this material is considered radioactive material.
- 7.2.10 All material removed from the AS-41 shall have the classification of waste to be determined by the contractor per this SOW and reference (5.3).
- 7.2.11 Contractor shall maintain ship structural integrity and stability as necessary. See Section 7.11.
- 7.2.12 Contractor shall remove and properly prepare for disposal of all lead shielded piping, lead shielded bulk heads and decks from the ship.
- 7.2.13 Contractor shall perform all planning for work to remove and properly disposal of all items (including radiological and hazardous waste) as necessary on the AS-41 to include:
Engineering Services
Structural Engineering Services
Radiological Services
Project management and Production Services
Lifting and Handling Services
- 7.2.14 Work Items, specifications and other work products shall be completely and thoroughly checked and reviewed by the Contractor for technical accuracy and compliance with provisions of technical instructions, specifications and assignments. The Government is the ultimate approval authority for work item specifications provided by the Contractor. Data and other work products

developed by the Contractor for Contractor's accomplished work shall be submitted to the COR for review by NNSY for approval before beginning work on the work item submitted. NNSY requires 10 working days for review and approval. The Contractor shall report any corrections necessary due to error or omission. No work may proceed without written approval of NNSY.

7.2.14.1 All work performed by the contractor shall be in accordance with written and approved (by NNSY) work packages.

7.2.15 The Contractor shall submit reports as specified in this Statement of Work to the COR.

7.2.16 The Contractor shall comply with all laws, ordinances, and regulations of Federal, State, and Local authorities regarding licenses, permits and consents that may be necessary. For any supplies or services provided pursuant to this contract, the Contractor shall comply with all applicable laws and regulations, including, but not limited to, the Nuclear Regulatory Commission (NRC), the Environmental Protection Agency (EPA), the Occupational Safety and Health Act (OSHA) and associated regulations, the Department of Transportation (DOT), the Toxic Substances Control Act (TSCA) and associated regulations, radioactive waste compact, and the appropriate Agreement State (as applicable).

7.2.17 The Contractor shall allow inspections on the AS-41 by (NNPP) Representatives at all reasonable times. Inspections shall include radiological control, safety, and adherence to approved work procedures. All deficiencies documented by this inspections shall be provided to the COR. Inspections may be random.

7.2.18 The Contractor, shall not take possession, custody, or control of the AS-41, but shall, to the extent legally permissible, assume all risk, risk of loss, and all other incidents of ownership to the AS-41. The Contractor shall be liable and responsible to the extent allowed by applicable laws and regulations in any action that may claim damages or compensation in any connection with the AS-41 after the Contractor has started work on the AS-41.

7.2.18.1 In the event of a catastrophic accident (such as hull puncture below the waterline) NNSY shall provide emergency response and emergency repair of the ship to maintain seaworthiness. Contractor would be liable for ship damage.

7.2.19 The contractor shall prepare for disposal all wastes generated from the AS-41 disposal including (but not limited to) radioactive waste, Heavy Metal Bearing Equipment (HMBE) waste (HMBE mainly consists of equipment with lead components inside), and mixed waste. Storage, treatment, and/or packaging of these wastes shall be in accordance with applicable federal, state and local

regulations.

7.2.19.1 Hazardous waste, including lead waste and Asbestos waste (radiological and non-radiological), PCB waste (radiological and non-radiological), and non-hazardous regulated waste (any non-radioactive waste generated from a ship that is no longer usable and, due to its hazardous or pollutant properties, requires controlled treatment/disposal), shall be handled, packaged in accordance with references (5.16, 5.22, 5.26, and 5.34).

7.2.20 Contractor shall submit a safety plan to NNSY COR for review and approval.

7.2.21 Contractor shall provide crane and rigging services for removal of items from ship and for opening and closing of the nuclear trunk hatch as needed during execution. Contractor shall submit crane plans to and have cranes be inspected by Code 700 for approval per reference 5.36.

7.2.22 All cuts or modifications to the ships hull or structure shall be per SI 009-05 (IAW) 7.2.11.

7.2.23 Welding is per SI 009-12. All weld procedures and welder qualifications shall be approved by NNSY C138.

7.2.24 Contractor shall obtain authorization for all electronic devices from NNSY per reference (5.33).

7.2.24.1 Contractors are authorized to bring the following privately owned personal electronic devices (PEDs) onto the Shipyard, but not within the CIA or secured spaces: cell phones, cell phones with PDAs embedded (including web access), PDAs (including web access), and Blackberry - type devices and Bluetooth for these devices including hands-free (ear pieces). It is required to leave these devices outside of the CIA and secured spaces.

7.2.24.2 Cameras and PEDs (including laptops) with camera, video, remote activation, and/or audio recording capabilities are prohibited on the Shipyard. Camera cell phones are permitted on the shipyard; however they cannot be brought into the CIA or into spaces where NAVSEA business is conducted.

7.2.24.3 PEDs brought within Shipyard worksites are subject to random audits. Devices found to contain government information shall be sanitized. The device shall be examined to determine if government information can be removed without destruction. If it is determined that physical destruction is the only method for sanitizing, the device shall be destroyed and the owner shall not be reimbursed for the device.

7.3 General Radiological Requirements

- 7.3.1 Perform all work (IAW) reference (5.3). In all disputes in the interpretation of reference (5.3) NNSY is the final authority.
- 7.3.1.1 Per reference (5.3) the following conditions are considered radiological incidents. If an incident occurs the contractor shall immediately suspend all work and submit a recovery plan to the COR for approval. For convenience, section numbers of reference (5.3) are listed after each incident.
- 7.3.1.2 External radiation exposure in excess of NAVSEA limits. (238.3 and 238.4)
- 7.3.1.3 Internally deposited radioactivity. (406.4)
- 7.3.1.4 Skin Contamination. (517.2)
- 7.3.1.5 Personnel exposed to airborne radioactivity. (404)
- 7.3.1.6 Unauthorized radioactive liquid discharge to the environment. (308.2 and 310.3)
- 7.3.1.7 Loss of radioactive material. (704.3)
- 7.3.1.8 Spread of radioactive contamination. (517.3 and 517.4)
- 7.3.1.9 Unmonitored exposure. (234.1.f)
- 7.3.1.10 Improper control of high radiation areas or exclusion areas. (226.1.g and 226.4.c)
- 7.3.1.11 Unauthorized disposal of radioactive waste. (including mixed waste and PCB waste). (324.2)
- 7.3.1.12 Improperly controlled radioactive material. (703.8.b)
- 7.3.1.13 Dosimetry discrepancy. (231.4.b and 233.3.g)
- 7.3.1.14 Any instance in which personnel radiation exposure exceeded the control levels. (106.1.a, 106.8.b or 240.8.c)
- 7.3.2 The Contractor shall provide radiological coverage for all Contractor radiological work. This includes providing Radiological Control Technicians and supervisors to ensure work is performed in a radiologically safe manner and per all requirements.
- 7.3.3 Contractor personnel shall be trained to perform radiological work and wear dosimetry per reference (5.3). Training is performed by NNSY.
- 7.3.4 Contractor personnel shall be entered into NNSY's dosimetry program and subject to the rules and regulations of the program. Personnel shall be required to complete training, pass exams and have a medical examination.

- 7.3.5 The Contractor shall provide the COR a Point of Contact (POC) listing citing all contractor personnel for Radiological Manager's notification to NNSY RADCON, to include the following: Radiological Control Department, Radiological Waste Management, Radiation Worker Training, and Radioactive Material Control Office. (CDRL A002)
- 7.3.6 The Contractor shall provide copies of approved technical work documents containing radiological controls to NNSY upon request.
- 7.3.7 Contractor is subject to radiological oversight by NNSY at all times per the Quality Assurance Plan (QASP).
- 7.3.8 Services are to be performed in a manner that minimizes the generation of radioactive waste and mixed waste. All radioactive waste, and mixed waste shall be handled according to federal, state, and local regulations and shall be prepped for disposal appropriately.
- 7.3.9 If the contractor encounters water in radiological system the water shall be controlled as follows:
- 7.3.9.1 If less than 1 pint then use absorbents in the containment and Radwaste. If more than a pint is encountered or expected drain water into a polybottle, provided by NNSY, and turn over to NNSY.
- 7.3.10 When a problem occurs that has violated or has the potential to violate the limits listed in 7.3.1 the contractor shall stop work and perform a Team Learning Session (TLS). This TLS includes a discussion (and written report) of what happened, what should have happened, what the team learned, and what actions are going to be taken to ensure that the problem shall not happen again. TLS shall include the COR and any technical representatives that the COR deems necessary.
- 7.3.10.1 For problems that occur but the COR does not deem significant enough to have violated the limits of 7.3.1 then the COR may only require a written report and not a full meeting.
- 7.4 Waste Contents/Form:
- 7.4.1 The contractor shall survey and sample all material for radiological and hazardous constituents prior to removal and preparation for disposal.
- 7.4.2 Waste material for disposal shall contain individual radionuclides or combinations of radionuclides listed in Part 61 of reference (5.2). Waste material shall meet the limits of Class A waste as defined by Part 61.55 of reference (5.2).

- 7.4.3 The Contractor shall provide services for removal and packaging of components having unique design characteristics and for large components. All waste shall be handled according to Federal, State, and local regulations at NNSY and shall be packaged (IAW) reference (5.3) and NNSY's provided training.

7.5 Requirements for the Acceptance of Radioactive Waste:

- 7.5.1 In the event of a violation concerning any waste previously accepted at the final disposal site, the Contractor may be held liable to the extent that its actions or inactions caused the violation, at the discretion of the NNPP, for costs incurred to ensure the proper disposal at the final disposal facility.

- 7.5.2 NNSY shall only accept the following waste with prior approval and special considerations. (Mixed waste and PCB/radioactive waste shall be handled under the Mixed Waste and PCB/radioactive waste section).

1. Heavy metal bearing equipment (HMBE) and elemental lead
2. Radiological waste with blood.
3. Polybottles (See 7.3.9)
4. Aqueous filters.
5. Biological Radwaste

- 7.5.3 The Contractor shall perform handling, segregating and packing of radioactive solid waste (hazardous and non-hazardous). Waste is to be segregated (packed separately) based on waste streams. Mixed waste, hazardous waste, PCB waste and ORW (see 7.5.12 and 7.6.9.5) are to be packaged separately from other types of waste.

- 7.5.4 The Contractor shall perform blocking and bracing for items that cannot be packed by hand and provide associated inspections IAW Part 393, reference (5.1). This includes building wooden decks with fire retardant wood for shipping radwaste items.

- 7.5.5 The Contractor shall provide disposal information via technical working document or by completing a Waste Evaluation Form prior to generating any waste. Specific characterization information on the contents of each waste item shall be provided to NNSY to support later communications and disposal of the radioactive waste. (CDRL A003)

- 7.5.6 The Contractor shall provide Objective Quality Evidence (OQE) such as radiological surveys of containers, item on-contact levels, determination that radioactive waste is not mixed waste, for radioactive waste items to verify characterization of the waste. This characterization data may be based on either appropriate process knowledge or sample analysis. This data (analysis sheets, surveys, etc.) is to be attached to the container associated with the waste

items. Characterization information should be provided prior to turning over custody to NNSY. The following are required to be turned over to NNSY:

- a. Information used to serialize the container (e.g. serial numbers, tracking, etc.).
- b. Container weight (recorded in lbs).
- c. All applicable surveys (recorded in mR/hr).
- d. Inventory List for each container turned over to NNSY.
- e. If required, proof item(s) are blocked and braced satisfactory per reference 5.11.
- f. All applicable NNSY documentation (Appendix Ns for ORW waste, TWDs, etc.).
- g. Proof of satisfactory closure per manufacturer's closure instructions. (CDRL A003)
- h. Percentage full (Only for NNSY provided Sealands, estimated to the nearest ± 5 percent).

7.5.7 The Contractor shall perform packaging of all radioactive waste to be transferred to NNSY. However, some types of waste need to be segregated (bagged separately). These waste streams include Mixed waste, hazardous waste, PCB waste and ORW (see 7.5.3, 7.5.12 and 7.6.9.5). For uniform radioactive debris of same characterization, debris are to be bagged prior to being packed into container. Debris with potential cut hazards, such as glass, protective bags or sharp edge protection shall be utilized prior to turning over to NNSY.

7.5.8 The Contractor shall provide the necessary support to permit NNSY to visually inspect any radioactive waste prior to transfer to NNSY. This inspection shall, in some instances, require an open-container inspection of the waste to verify first-hand that no unacceptable materials are included with the radioactive waste and to ensure waste is properly identified and inventoried per work document.

7.5.9 Contractor shall provide new or like new containers and/or drums for packing waste. Containers/drums shall not be used as a shipping container; instead, these containers shall be packed into Sealands for shipment. NNSY may provide Sealands to the contractor to pack radioactive waste directly into if the Contractor request a Sealand container from NNSY. Shipping containers and conveyances supplied to the NNPP sites shall be either new or refurbished and appear in a like new condition on all interior and exterior sides, including the top and bottom sides. All seals on access panels (i.e., doors and removable tops) shall be new or refurbished to be in a like new condition. Latches, door handles, chains and binders located on or attached to the container shall be in proper working order and be new or in a like new condition. The Sealand shall remain under NNSY custody during all work evolutions. The Sealand shall be used as a shipping container and shall meet the requirements of reference (5.1).

The Contractor shall not move, lift, or alter the NNSY provided Sealand container. The Contractor shall return the Sealand to NNSY in the same state as received once packing is complete.

7.5.10 Each container of waste turned over to NNSY shall have a detailed inventory list provided. This inventory shall be a breakdown of the waste in the bag as annotated on the Technical Work Document (TWD) or Waste Evaluation Form. Be specific. Do not use general terms such as “debris” to describe several waste forms, such as rubber gloves, stainless steel, etc. For debris, package together, ensure it is uniform under the same waste characterization. (CDRL A003)

7.5.11 For certain pieces of equipment (i.e. vacuum canisters, chip collectors), the bagging requirements of this section are not applicable. However, an inventory shall still be provided. For heavy or large items where hand packing is not practical, block and brace as necessary.

7.5.12 Information on NNSY radiological waste streams are as follows:

a. Common Consumable Material (CCM): Waste destined for incineration at the Vendor. Common Non-Hazardous Trade Waste.

b. Standard Radioactive Waste (SRW): Radioactive waste stream for non-hazardous materials or recyclable metals.

c. Other Radioactive Waste (ORW): Radioactive waste stream that consists of items that do not fit into SRW and are not mixed waste or PCB/Radioactive waste. Metal items and other special characterized items that do not fit into the SRM waste stream, Out Of Waste Acceptance Guideline (OOWAG) material which may require pre-approval from Energy Solutions or special curie content evaluation. Examples of ORW are: tanks, elemental lead, aqueous filter, asbestos, etc.

7.6 Requirements for the Generation and Acceptance of Mixed Waste:

7.6.1 Mixed Waste is Waste which is radioactive and which has been determined to be hazardous under RCRA. This includes radiological waste with PCBs.

7.6.2 The Contractor shall minimize generation of mixed and/or PCB/radioactive wastes in accordance with reference 5.39.

7.6.3 The Contractor shall notify NNSY Code 2380.6 and Code 308 24 hours (during normal NNSY working hours) or 56 hours (during the weekend or holidays) after generation of any mixed and/or PCB/radioactive waste generated requiring transfer to NNSY Central Accumulation Area (CAA).

- 7.6.4 The Contractor shall submit characterization information (see step 7.5.5), the date or expected date of generation, and volume or anticipated volume of waste. (CDRL A003)
- 7.6.5 The Contractor shall provide disposal information via technical work document or completing Waste Evaluation Form and forwarding the form to NNSY Code 2380.6, for review and approval prior to transfer of any mixed and/or PCB/radioactive wastes to NNSY CAA. Specific characterization information on the contents of each waste item shall be provided to NNSY to support later treatment and disposal of the mixed and/or PCB/radioactive waste. (CDRL A003)
- 7.6.6 The Contractor shall provide PCB analysis sheets, chemical analysis sheets, etc. for individual mixed and/or PCB/radioactive waste items to verify characterization of the waste. This characterization data may be based on either appropriate process knowledge or sample analysis. This data (analysis sheets, surveys, etc.) is to be attached to the Appendix A associated with the waste items. Characterization information should be provided prior to the date of generation. (CDRL A003)
- 7.6.7 The Contractor shall package all mixed and/or PCB/radioactive waste to be transferred to NNSY.
- 7.6.8 The Contractor shall provide the necessary support to permit NNSY to visually inspect any mixed and/or PCB/radioactive waste prior to transfer to NNSY. This inspection shall, in some instances, require an open-bag inspection of the waste to verify first-hand that no unacceptable materials are included with the mixed or PCB/radioactive waste and to ensure waste is properly identified and inventoried per TWD or Appendix A. NNSY cannot accept mixed and/or PCB/radioactive waste until an on-site waste inspection has been satisfactorily performed.
- 7.6.9 Mixed Waste Acceptance Criteria
- 7.6.9.1 The following items shall not be packaged with mixed and/or PCB/radioactive waste item:
 - 7.6.9.1.1 Free standing liquids
 - 7.6.9.1.2 Pressurized containers
 - 7.6.9.2 Waste items generated by contractor shall be bagged in non-PVC clear plastic bag. Examples of non-PVC plastics are polyurethane, polyethylene, and polypropylene. The use of other types of packaging materials requires NNSY approval. The weight for bagged mixed and/or

PCB/radioactive waste should be kept to a maximum of 35 lbs per bag unless otherwise approved by NNSY Code 2380.6. This does not apply to vacuums or chip collectors.

7.6.9.3 Each package of waste turned over to NNSY shall have a detailed inventory list provided. This inventory shall be a breakdown of the weight percent of each component of the waste in the bag as annotated on the TWD or Waste Evaluation Form. Be specific. Do not use general terms such as “debris” to describe several waste forms, such as rubber gloves, absorbents, paint chips, etc. An example of a breakdown would be a bag containing 85% delicate task tissue wipes, 15% cloth diapers. (CDRL A003)

7.6.9.4 For large components and pieces of equipment (i.e. vacuum canisters, chip collectors), the bagging requirements of this section are not applicable. However, an inventory shall still be provided.

7.6.9.5 Approved Waste Streams for Mixed Waste

7.6.9.5.1 Only those mixed waste streams listed below are allowed for storage by NNSY. Each mixed waste stream is identified and the applicable EPA Waste Codes are provided.

7.6.9.5.2 Mixed Waste Requiring Organic/Characteristic Treatment (MW1)
EPA Waste Codes: D001, D002, D003, D004, D005, D006, D007, D008, D009, D010, D011, D027, F002, F003, F005.

7.6.9.5.3 Mixed Waste for Macroencapsulation Treatment (MW2)
EPA Waste Codes: D004, D005, D006, D007, D008, D009, D010, D011
This waste stream consists primarily of lead, leaded alloys, brass and bronze items, cadmium plated equipment and other debris type waste.

Debris means solid material exceeding a 60mm particle size that is intended for disposal and that is: a manufactured object; or plant animal matter; or natural geologic material.

Radioactive Lead Solids (RLS) are another type of hazardous waste that requires treatment via macroencapsulation. Radioactive Lead Solids include, but are not limited to, all forms of lead shielding and other elemental forms of lead. There are no size criteria for RLS unlike the 60 mm particle size requirement for hazardous debris. As such, smaller forms of RLS such as lead shot or fines require macroencapsulation

prior to disposal.

This waste stream may contain asbestos and/or regulated PCBs that are amenable for direct disposal. No free paint chips is authorized for direct disposal.

7.6.9.5.4 Mixed Waste Containing PCBs (MW3)

EPA Waste Codes: D001, D002, D003, D004, D005, D006, D007, D008, D009, D010, D011, F002, F003 and F005

This waste stream consists primarily of PCB contaminated debris, items, particulates, and sediments that may contain asbestos. This waste stream shall contain greater than or equal to 50 ppm PCBs.

7.6.9.5.5 Process knowledge and/or a representative sample analysis of the waste streams identified above shall be based on the minimum sample analyses as identified below. Any sample analysis performed shall meet the requirements of EPA Test Methods for Evaluating Solid Waste (SW-846) and analyzed for the following constituents per the stated (SW-846) test method. The number of samples for each analysis shall be determined by a contracted organization sampling analysis plan.

a. Toxicity characteristic leaching procedure (TCLP) (Metals):
Test Method
1311

b. Volatile Organic Compound (VOCs): Test Method 8260

c. Semi-Volatile Organic Compound (SVOCs): Test Method 8270

d. PCBs: Test Method 8082

7.6.9.5.6 PCB Bulk Product Waste (PCB1)

PCB bulk product waste is defined in 40 CFR Part 761.3. Examples of PCB bulk product waste may include certain types of cable insulation, thermal insulation, floor tiles, rubber parts, items coated with PCB-containing paint, and PCB-containing paint chips.

Only radioactive waste with PCB contamination levels greater than or equal to 50 ppm or greater than or equal to 10 ug/100cm² (for loose surface PCB contamination) are acceptable for storage to NNSY as PCB/radioactive waste.

7.7 Radiological Reporting Requirements:

- 7.7.1 The Contractor shall provide radiological survey results in a format acceptable per reference (5.3). (CDRL A004)
- 7.7.2 Asbestos waste and any asbestos containing daughter waste products originating from asbestos waste generated shall be tracked until the waste is turned over to NNSY.
- 7.7.3 The Contractor shall provide a copy of all associated certified TWDs, Work Permits and other work documents upon completion of all work as Objective Quality Evidence (OQE) to the COR.
- 7.7.4 Contractor shall develop radiological release reports in accordance with reference (5.3) and acceptable to the NNSY Radiological Controls Department. (CDRL A005)

7.8 Packaging of Materials by the Contractor:

- 7.8.1 Material shall be properly packaged, blocked and braced per local, state, federal and DOT regulations.

7.9 Radiological Release Requirements:

- 7.9.1 In addition to the requirements of federal, state and local regulatory authorities and those specific requirements stipulated in applicable licenses, permits, and authorizations, the below stated radiological requirements apply, as indicated.
 - 7.9.1.1 The following radiation measuring methods shall be used to determine the various radiation and/or contamination levels. All release levels and limits are per reference (5.3).
 - 7.9.1.1.1 Gamma Scintillation surveys shall be performed with IM253 or equivalent. This is a single point survey within a ½" of the surface.
 - 7.9.1.1.2 Frisk surveys shall be performed with a DT-304/PDR equipped ratemeter or instrument of equal sensitivity, with the probe held within ½" of the surface being scanned.
 - 7.9.1.1.3 Solid Samples shall be analyzed by isotopic analysis using a shielded well and a High Purity Germanium (HPGe)

semiconductor detector for quantitative analysis. The peaks are identified by software and compared against a standard library to determine which radionuclides are present.

- 7.9.1.2 The Contractor shall provide copies of radiological surveys to the COR and/or NNPP site, as requested. (CDRL A004)

7.10 Radiological Work Requirements:

- 7.10.1 Attachment 1 lists the status of the radiological grouping of the spaces aboard the AS-41.
- 7.10.2 Attachment 2 lists potential specific tasks that should be evaluated when executing the contract.
- 7.10.3 Exhaust ventilation ducting upstream of HEPA filters shall not be released and shall be removed and disposed of as radioactive waste.
- 7.10.4 Spaces may contain signs indicating “No Bunking – Radiation Areas Nearby”. These signs were covered over with tape All radiological signs shall be removed and disposed of appropriately. Signs are not to be released to the public.
- 7.10.5 A waterborne release of the hull for unrestricted use was performed in 2017. This was documented via memo 105/0091 dated 31 May 2017.
- 7.10.6 The contractor shall remove the internal Radioactive Liquid Waste Tank (RLWT) while waterborne Tank is located seven (7) decks below the weather deck.
- 7.10.7 The contractor shall remove all non-asbestos/asbestos insulation on piping in radiological and support areas. Insulation may contain asbestos, sample and test as required for proper removal and disposal of insulation.
- 7.10.8 The contractor shall remove the contaminated laundry equipment. This may require making a hull cut as the equipment may be removed through the hull.
- 7.10.9 The contractor shall remove a long section of lead shielded piping. Pipe is encased in several inches of lead and travels through several decks and spaces. Rigging and crane services shall be required.
- 7.10.10 The contractor shall open and close tanks/voids as required to remove the RLWT module, which consists of several RLW tanks that shall be removed and properly disposed of.
- 7.10.11 The contractor shall perform radiological release which shall be performed in accordance with Reference 5.3. This includes performing surveys, sampling, taking photographs and developing the final release report. (CDRL A005) For

Camera permitting see reference (5.33).

7.10.12 The handling of each radiological space (per Attachment 1) is detailed below.

7.10.12.1 For spaces identified as Group 4 per Attachment 1 the following shall be performed:

7.10.12.1.1 All furnishing, equipment, piping, conduit, cladding, insulation and interferences shall be removed from each space in preparation for release. To the maximum extent possible each space should be cleared until only the walls, floor, and ceiling remain.

7.10.12.1.2 Release is performed per the following surveys:

7.10.12.1.3 The floor shall be gridded in 4'x4' grids. The walls above 12' in 6'x6' grids and 4'x4' grids below 12'. The ceiling above 12' in 6'x6' grids and 4'x4' grids below 12'.

7.10.12.1.4 On 100% of all grids perform Direct Frisks which shall verify surface contamination levels are less than 450 μ Ci/probe for Beta-Gamma.

7.10.12.1.5 At the center point of each 4'x4' and 6'x6' grid perform Gama Scintillation (HV1/PHA Mode).

7.10.12.1.6 At the center point of a random 25% of the 4'x4' grids perform Gamma Scintillation (HV2/Gross Mode).

7.10.12.1.7 Sampling shall be performed in all grids. Minimum of 1 sample per grid. Samples taken from areas of highest potential and differing materials (if present).

7.10.12.1.8 Contractor shall take photograph of every grid.

7.10.12.2 Spaces identified as Group 3 the following shall be performed.

7.10.12.2.1 All furnishing, equipment, piping, conduit, cladding, insulation and interferences shall be removed from each space in preparation for release. To the maximum extent possible each space should be cleared until only the walls, floor, and ceiling remain.

7.10.12.2.2 Release is performed per the following surveys:

7.10.12.2.3 The floor shall be gridded in 6'x6' grids with one row of 6'x6' grids measured from the floor on all walls.

- 7.10.12.2.4 Direct Frisks shall verify surface contamination levels are less than 450 μCi /probe for Beta-Gamma.
 - 7.10.12.2.5 At the center point of each 6'x6' grid perform Gamma Scintillation (HV1/PHA Mode). Gamma Scintillation shall have no discernible counts above background levels.
 - 7.10.12.2.6 At the center point of a random 25% of the 6'x6' grids perform Gamma Scintillation (HV2/Gross Mode). Gamma Scintillation shall have no discernible counts above background levels.
 - 7.10.12.2.7 Sampling shall be performed in all grids. Minimum of 1 sample per grid. Samples taken from areas of highest potential and differing materials (if present).
 - 7.10.12.2.8 Contractor shall take photograph of every grid.
- 7.10.12.3 Spaces identified as Group 2 the following shall be performed.
- 7.10.12.3.1 All furnishings and equipment that is not part of the ships structure shall be removed. All radiological systems shall be removed.
 - 7.10.12.3.2 For every 10 foot by 10 foot section of floor space (or partial) choose two square areas that measure 3'x3', squares should be located in areas with the highest potential for accumulation of NNPP. These two areas shall be 100% surveyed for Surface Contamination (Beta-Gamma), and Gamma Scintillation (HV1/PHA Mode).
 - 7.10.12.3.3 Direct Frisks shall verify surface contamination levels are less than 450 μCi /probe for Beta-Gamma. Gamma Scintillation shall have no discernible counts above background levels.
 - 7.10.12.3.4 Contractor shall take photograph of every grid.
 - 7.10.12.3.5 Radiological systems (ventilation and piping) that run through these spaces shall first be removed and disposed of before attempting release.

7.11 Ship Stability

- 7.11.1 In order to execute the removal of material from the ship, a Ship's Stability Plan shall be developed in order to maintain an adequate margin of stability and

reserve buoyancy. Plan should evaluate stability condition at start and conclusion of overall work effort as well as during key intermediate times in-between so as to ensure ship's stability, list and trim are not adversely impacted. Evaluation of ship's changing condition during work execution should also consider impact on such items as brows, mooring lines, and temporary services. Care should be taken to compensate for weight removed from the ship by adding compensating weight or ballasting of tank(s) taking into consideration impact on ship's overall stability, list and trim. All weight changes (removals, additions, modifications) that impact the final physical condition of the ship shall be documented in a weight report that provides the following for each item: description; weight in pounds; location in feet relative to distance above baseline (VCG), distance off centerline (TCG), and distance from midship (LCG).

- 7.11.2 This tasking shall be supported by an experienced Naval Architect that has been involved in the design and working plan development for construction, conversion or modernization of U.S. Naval Ships (does not include maritime ship design). The Naval Architect should have the following engineering and related skills:

- 7.11.2.1 An in-depth understanding of ship's hydrostatic characteristics such as longitudinal center of flotation, moment to trim, longitudinal center of buoyancy, and the effects of these characteristics on drafts, displacement and trim.
- 7.11.2.2 A thorough understanding of ship's stability and the relationship between the transverse metacenter, metacentric height, cross curves of stability, moment to heel and list.
- 7.11.2.3 The ability to read tank capacity curve characteristics including centers of gravity and vertical moment of free surface.
- 7.11.2.4 Proficient in ship terminology and structural characteristics such as camber, sheer, baseline, and general ship construction.
- 7.11.2.5 Ability to develop weight and moment reports based on weights & centers of gravity and to analyze data to determine ship drafts, displacement, and stability.

7.12 Personnel Qualifications:

7.12.1 General:

- 7.12.1.1 All work under the terms of this contract shall be performed in an efficient and workmanlike manner by personnel who are thoroughly familiar with the type of work being performed. The Contractor warrants that employees used on the work shall, on the average, be as

efficient as the average employees performing similar duties in the Contractor's own organization and shall in all cases meet or exceed the minimum requirements set forth for the respective labor categories.

7.12.1.2 The Contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. The Contractor shall have the qualified personnel, organization and administrative control necessary to ensure that the finished products shall conform to each task order. If the Contracting Officer questions the qualifications or competence of any person(s) performing the contract, the burden of proof to sustain the person(s) is (are) qualified as prescribed herein shall be upon the Contractor.

7.12.1.3 The level of skill, education, and experience of the personnel required to perform this effort shall meet the minimums specified below. Personnel assigned for performance of a task to be ordered under this contract shall meet the minimum qualifications for the respective labor category under which they are charged.

7.12.2 Minimum Qualifications:

7.12.2.1 Key on-site personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other in background requirements below, with-in section 7.12.3, and be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

7.12.2.2 The Government reserves the right to request the qualifications or competence of any person performing under this contract and the burden of proof to sustain that person is qualified as prescribed herein shall be upon the Contractor.

7.12.2.3 The Contractor shall be responsible for employing trained management, technical, and other personnel to perform work outlined. The Contractor shall have the personnel, organization, and administrative control necessary to ensure that the services they perform meet all requirements specified in the delivery orders. The work history of each Contractor employee shall contain experiences directly related to the tasks and functions they are intended to perform prior to performing services under the contract. Further, these prior work experiences shall be of sufficient variety and duration that the employee is able to effectively and efficiently perform the tasks and

functions they shall be assigned.

7.12.2.3.1 Training and qualification requirements apply to any subcontractors in the same manner with no exceptions.

7.12.3 Radiological training and licensing Requirements:

7.12.3.1 All contractors performing radiological work shall be trained familiarized, and/or certified per Article 106 of reference (5.3). Certification may include written and/or practical examinations. (CDRL A006)

7.12.3.2 Minimum requirements for passing all examinations is per Article 106 of reference (5.3). Personnel who do not achieve a minimum passing score shall require retraining and reexamination. Personnel who fail multiple examinations and/or have a significant failure (i.e. <60%) shall be required to be replaced unless a specific request is made for individuals who are deemed difficult to replace. Requests shall be approved by NNSY.

7.12.3.3 Before attending the shipyard provided training contractor employees shall have successfully completed DOE training as follows. Training shall be documented and submitted to the COR and RADCON. All training shall meet the requirements of 10 CFR 835. (CDRL A006)

7.12.3.4 Radiological Control Technicians (RCTs) and Supervisor Radiological Control Technicians (SRCTs) shall be trained per DOE Handbook 1122-2009.

7.12.3.5 All other workers shall be trained per DOE Handbook 1130-2008.

7.12.3.6 Radiation Workers shall be trained per Article 106.1.b of reference (5.3). Radiation workers who shall be handling/packaging radioactive material shall require additional training per Article 106.1.b of the same reference. Training shall include a one man day training course provided by the shipyard.

7.12.3.6.1 Academic Requirements: All personnel in this group shall be graduates of a high school, trade, or industrial school, or correspondence school as a minimum.

7.12.3.6.2 Specialized Experience Requirements (in area of assigned cognizance): Minimum of one (1) years practical

experience, at a professional level, in responsible duties, additionally a minimum of one (1) years radiological controls experience involving radiological decommissioning and waste generation.

7.12.3.7 Contamination Workers shall be trained per Article 106.1.c of reference (5.3). Additional training needed shall be based on the specific skill-set to be utilized (catch, drape, etc.). Training shall include up to a three man day course provided by NNSY dependent upon the specific additional training needed.

7.12.3.7.1 Academic Requirements: All personnel in this group shall be graduates of a high school, trade, or industrial school, or correspondence school as a minimum.

7.12.3.7.2 Specialized Experience Requirements (in area of assigned cognizance): Minimum of three (3) years practical experience, at a professional level, in responsible duties, additionally a minimum of two (2) years radiological controls experience involving radiological decommissioning and waste generation.

7.12.3.8 Radiological Control Technicians (RCTs) shall receive familiarization training on Article 106.2.a of Reference 5.3 and Reference 5.41. Training shall include a three man day course provided by NNSY.

7.12.3.8.1 Academic Requirements: All personnel in this group shall be graduates of a high school, trade, or industrial school, or correspondence school where, as a minimum, credits were received in all of the following: algebra, plane geometry, trigonometry, and physics.

7.12.3.8.2 Specialized Experience Requirements (in area of assigned cognizance): Minimum of three (3) years practical radiological experience, at a professional level, in responsible duties, additionally a Minimum of one (1) years radiological controls experience involving radiological release and waste generation.

7.12.3.9 Supervisor Radiological Control Technicians (SRCTs) shall receive familiarization training on Article 106.2.a of Reference 5.3 and Reference 5.41. Training shall include a three man day course provided by NNSY.

- 7.12.3.9.1 Academic Requirements: All personnel in this group shall be graduates of a high school, trade, or industrial school, or correspondence school where, as a minimum, credits were received in all of the following: algebra, plane geometry, trigonometry, and physics.
- 7.12.3.9.2 Specialized Experience Requirements (in area of assigned cognizance): Minimum of five (5) years practical radiological experience, at a professional level, in responsible duties, additionally a Minimum of three (3) years radiological controls experience involving radiological release and waste generation.
- 7.12.3.10 Engineers and others that write the technical work instructions shall be trained per reference (5.3) meeting the requirements or Article 112. Contractors shall provide a detailed training plan for their technical writers or those writers shall attend a 2 man day training course provided by the shipyard. (CDRL A006)
- 7.12.3.10.1 Academic Requirements: Shall have a Professional Engineer's License, (as appropriate to assigned cognizance), or A Bachelor's degree in Engineering (as appropriate to assigned cognizance). A degree in Engineering Technology is not considered equivalent to the required Bachelor of Engineering Degree.
- 7.12.3.10.2 Specialized Experience Requirements (in area of assigned cognizance): A minimum of five (5) years practical design engineering experience, at a professional level, in responsible engineering duties, additionally a Minimum of three (3) years radiological controls experience involving radiological release, radiological facility decommissioning, and waste generation.
- 7.12.3.11 Naval Architect Academic Requirements: Shall have a Professional Engineer's License, (as appropriate to assigned cognizance), or A Bachelor's degree in Naval Architecture or Engineering (as appropriate to assigned cognizance). A degree in Engineering Technology is not considered equivalent to the required Bachelor of Engineering Degree.
- 7.12.3.11.1 A minimum of five (5) years practical design experience, at a professional level, in responsible duties, including the following which may have been gained concurrently. Minimum of three (3) years progressive design experience (within last five (5) years) involving design, working plan development, construction, modernization, overhaul, conversion, maintenance and repair of a variety of vessels including determining dimensions/hull type,

powering requirements, layout, structural and stability analyses, design plans, specifications, hydrostatics, testing, technical reviews of contractor designs and specifications, and feasibility studies.

7.13 Required Standard of Workmanship:

- 7.13.1 Unless otherwise specifically provided in the contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law and regulation.
- 7.13.2 For the purpose of the clause, the “highest standards” shall be the generally prevailing standards in the radioactive decontamination and demolition industry. In the event an industry-recognized authority subsequently issues a generally accepted standard for the industry, Contractor’s services shall, as a minimum, meet such a standard.

7.14 Prior Written Permission Required for All Subcontracts:

- 7.14.1 Any changes in subcontractors, additions of subcontractors, or change in the processes performed by subcontractors shall be approved by the Contracting Officer prior to the change or addition. A Contractor's request to change or add subcontractors or subcontracted processes shall include the Technical Capability Information from the solicitation, which is delineated in the 52.212-1 Instructions to Offerors provision of the solicitation, about the subcontractor(s) covered by the request. (CDRL A007)

7.15 Points of Contact

TO BE ADDED UPON AWARD

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

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

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

(End of text)

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

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

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

(1) The support contractor not disclose any information;

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

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

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

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

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

(End of text)

C-211-H004 HEAVY WEATHER PLAN (NAVSEA) (OCT 2018)

(a) In order to ensure that Naval vessel(s), material and Government property are protected during destructive weather such as gales, storms, hurricanes, high winds, heavy snow, ice and high water, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69 dated 18 November 2016. A copy of Standard Item (SI) 009-69 can be obtained from via the internet by going to:

<http://www.navsea.navy.mil/Home/RMC/CNRM/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Regional Maintenance Center (RMC), a copy of such HWP, and shall make such changes in the plan as the RMC considers necessary and reasonable to protect and care for vessel(s), material and Government property.

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

(End of text)

C-211-H006 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (OCT 2018)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Defense Logistics Agency (DLA) Document Services of February 8, 2006

(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract

and;

(3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by

the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the DLA Document Services in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives, camera-ready copies or digital media (CD/DVD)) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DLA Document Services and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DLA Document Services;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
- (v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DLA Document Services;
- (vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
- (vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and
- (viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).
- (ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DLA Document Services or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DLA Document Services location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DLA Document Services. All transportation charges are paid to DLA Document Services or a contract printer designated by DLA Document Services.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print or digital media (CD/DVD) of the diagram to the DLA Document Services with a guide indicating the color of each line. DLA Document Services, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DLA Document Services will correct any errors and print the corrected composite diagram.

(4) DLA Document Services will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DLA Document Services will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DLA Document Services will pack and ship the material used for printing to the DLA Document Services, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DLA Document Services in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DLA Document Services to date of shipment of printed material from DLA Document Services.

<u>Printing</u>	<u>Minimum number of working Days required by DLA Document Services</u>
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DLA Document Services exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DLA Document Services or a printer under contract to DLA Document Services; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DLA Document Services or a printer under contract to DLA Document Services.

(f) The costs of printing, binding, packing and shipping by DLA Document Services of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DLA Document Services or a contract printer designated by DLA Document Services) shall be borne by the Government.

(End of text)

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

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

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

(End of text)

C-211-H011 USE OF POWER GRINDERS AND SAWS (NAVSEA) (OCT 2018)

(a) All portable pneumatic grinders or reciprocating saws that are to be used on reactor plant material or equipment or used within the reactor compartment shall be equipped with safety lock-off devices. In addition, the Contractor agrees that all portable pneumatic grinders or reciprocating saws that it purchases or acquires subsequent to the date of this contract, for use in performance of this contract in Naval workplace areas shall be equipped with safety lock-off devices.

(b) A "safety lock-off device" is any operating control which requires positive action by the operator before the tool can be turned on. The lock-off device shall automatically and positively lock the throttle in the off position when the throttle is released. Two consecutive operations by the same hand shall be required first to disengage the lock-off device and then to turn on the throttle. The lock-off device shall be integral with the tool, shall not adversely affect the safety or operating characteristics of the tool, and shall not be easily removable.

(c) Devices, such as a "dead man control" or "quick-disconnect", which do not automatically and positively lock the throttle in the off position when the throttle is released, are not safety lock-off devices.

(End of text)

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

(a) Definitions.

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

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

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

None

(End of text)

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

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

(End of text)

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

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

(End of text)

C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2019)

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

<https://www.dau.mil/team/virtualshelf/SitePages/Home.aspx>.

(End of text)

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

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

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have

access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

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

(End of Text)

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

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

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

(End of text)

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

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

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

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

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

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

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

(End of Text)

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

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by

COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

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

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

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

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

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

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

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

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

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

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

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

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

default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

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

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

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

(End of text)

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

Attention of the Contractor is directed to Public Law 91-596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "Occupational Safety and Health Act of 1970" and to the "Occupational Safety and Health Standards for Shipyard Employment" promulgated thereunder by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

(End of text)

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

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

(b) SAFETY INSPECTOR/FIRE MARSHAL: In addition to the safety standards provided in the specifications, the contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the contractor's approved Safety Plan.

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

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

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

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

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

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

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

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

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

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

(End of text)

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

(a) Definitions. As used in this text:

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

Boundary of containment means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

Functional mercury means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches,

fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

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

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

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

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

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

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

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

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

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

(6) The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.

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

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

Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).

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

(End of Text)

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

(a) General

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

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

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

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

(c) Generator Identification Numbers

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

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

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

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

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

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

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

(End of Text)

C-223-N001 RADIOLOGICAL INDOCTRINATION, POSTINGS AND INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) All Contractor employees performing work within the _____ must view a radiological video. Contractor employees who are expected to be on site for greater than thirty (30) calendar days must attend a one-half hour indoctrination briefing. The Contractor employee shall attend the briefing prior to being issued a permanent badge. The indoctrination briefing will provide radiological fundamentals and information on radiological postings and controls.

(b) Any contractor employee who disregards, alters, moves or otherwise tampers with a radiological posting, or who disobeys a radiological instruction, shall not be allowed to continue working on site.

(End of text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the

respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

_____ *[insert name and code]*

(End of text)

C-227-H003 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (NAVSEA) (OCT 2018)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. In accordance with OPNAVINST N9210.3 of 7 June 2010, appropriate safeguards must be proposed by the Contractor and approved by the NAVSEA Contracting Officer for Security Matters for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the NAVSEA Contracting Officer for Security Matters.

(b) The NAVSEA Contracting Officer for Security Matters shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

- (c) In the event that a court or administrative order makes immediate review by the NAVSEA Contracting Officer for Security Matters impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.
- (d) The Contracting Agency reserves the right to audit Contractor and subcontractor facilities for compliance with the above restrictions.
- (e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 00P3).

(End of text)

C-227-H004 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (NAVSEA) (OCT 2018)

- (a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.
- (b) Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals or immigrant aliens.
- (c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.
- (d) As used in this requirement, the following terms shall have the following definitions:
 - (1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;
 - (2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;
 - (3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.
- (e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).
- (f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of text)

C-227-H005 UNLIMITED RIGHTS IN TECHNICAL DATA-NUCLEAR PROPULSION PLANT SYSTEMS (NAVSEA) (OCT 2018)

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "Rights In Technical Data--Noncommercial Items" (DFARS 252.227-7013) and "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which it is entitled to deliver with other than unlimited rights pursuant to said "Rights In Technical Data--Noncommercial Items" Or "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

(End of text)

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

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

(End of Text)

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."

(c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

(End of text)

C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA)
(JAN 2019)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of text)

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

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

(End of text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

(End of text)

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

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

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

(End of text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of text)

C-243-H002 NOTIFICATION OF CHANGES (NAVSEA) (MAY 2019)

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any provision of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:

- (i) What ship(s) have been or might be affected by the alleged change;
- (ii) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule impact, including what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change; and
- (iv) What and in what manner are the particular technical requirements or contract requirements regarded as changed; and
- (v) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement an alleged change until advised by the Contracting Officer in writing as provided in (d) below, unless the alleged change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the alleged change or from proceeding in accordance with directions issued by the Contracting Officer.
- (d) Government Response. The Contracting Officer shall promptly, and in any event within twenty-one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:
- (1) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary, direct the mode of further performance, or;
 - (2) Countermand any conduct regarded by the Contractor as a change, or;
 - (3) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;
- (4) In the event the Contractor's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).
- (e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.
- (f) Special Procedures. Paragraph (c) provides that the Contractor is to take no action to implement an alleged change pending the Contracting Officer's response to the Contractor's notice of the change, except where specifically directed by the Contracting Officer. In special situations, however, such as where:
- (1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;
 - (2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the alleged change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the alleged change that the Contractor has proceeded with work and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the alleged change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the

Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance of work in accordance with that change prior to the countermand including any additional performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay to delivery of the ship(s), the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the _____ quarter of _____, the Contractor shall deliver to the Government an executed release, in the format set forth in Exhibit "A" to this requirement, covering the six-month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract. Within sixty (60) days of receipt of the release, the Contracting Officer shall sign and return a copy of the release to the Contractor. If the Contracting Officer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(End of text)

EXHIBIT A TO C-243-H002, NOTIFICATION OF CHANGES

This modification reflects the agreement of the parties to the mutual full and final releases for the consequences of that conduct (as conduct is defined in the requirement entitled "NOTIFICATION OF CHANGES"), described below, except the conduct identified in Attachment A hereto is excluded and not covered by the terms of this release.

1. Except for the conduct listed in Attachment A by either party, neither the Contractor nor the Government shall be entitled to any equitable adjustment or to money damages and/or other relief for any conduct, as specified below.

2. In consideration of the foregoing the parties hereby agree to the following release:

a. The Government, for itself, its assigns, vendors, suppliers, and contractors, hereby remises, releases, and forever discharges the Contractor, its officers, agents and employees from any and all entitlement of the Government to equitable adjustment of the contract price and delivery schedule due to conduct under this contract, which occurred on or before _____.

b. The Contractor, for itself, its successors, assigns, vendors, suppliers, and subcontractors, hereby remises, releases and forever discharges the Government, its officers, agents and employees from (i) any and all entitlement of the Contractor to equitable adjustment of the contract cost and profit/fee and/or delivery schedule of this contract or of any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party by reason of any conduct which increases the Contractor's cost or time of performance of work under this contract and meets the following conditions (1) known to the Contractor, (2) occurred on or before _____ and (3) the Contractor failed to give notice prior to date of this release, and (ii) any and all liabilities to the Contractor for money damages and/or other relief for the impact of any such conduct, upon this contract or any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party.

(End of Exhibit A)

(a) The Contractor and the Navy intend that all nuclear engineering effort under this contract be performed by employees of the Contractor or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site. If, however, the Contractor considers that subcontracting some nuclear engineering effort, which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, is necessary to meet the Contractor's contractual requirements, then notwithstanding and in addition to any other requirement of this contract, the Contractor shall submit a written request for technical approval to the Navy Nuclear Propulsion Directorate (NAVSEA 08). The request to subcontract nuclear engineering effort shall state the reasons why the subcontracting is necessary, why the effort cannot be performed by the Contractor's personnel or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, the expected number of man/hours, cost and nature of the subcontracted effort, period of performance, and the name and qualifications of the vendor to perform the subcontracted effort. NAVSEA 08 shall approve or disapprove the request in writing. The Contractor agrees not to subcontract any nuclear engineering effort which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site without obtaining the express written technical approval of NAVSEA 08.

(b) For the purpose of this requirement, the term "nuclear engineering effort" includes engineering, drafting, and related technical support effort under NAVSEA 08 technical cognizance.

(End of text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of
 - (i) SeaPort-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime,
 - (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(End of text)

C-245-H003 FACILITIES TO BE GOVERNMENT FURNISHED--ALTERNATE I (NAVSEA) (MAR 2019)

(a) The price and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the price or delivery schedule or both, shall be made pursuant to the clause entitled "Changes--Fixed Price" (FAR 52.243-1) or "Changes--Cost-Reimbursement" (FAR 52.243-2), as applicable, provided; however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

(b) The Contractor is authorized to use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon receipt of each item of approved facilities, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

(End of text)

C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I
(NAVSEA) (MAY 2019)

(a) Contract Specifications, Drawings and Data. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications or other design or alteration data cited or referenced in Section C.

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

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

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

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

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

(1) From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; or

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-6396
Facsimile (215) 697-9398.

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

(End of text)

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

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

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

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

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

(End of text)

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

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

(End of text)

C-245-H012 RENT-FREE USE OF GOVERNMENT PROPERTY (NAVSEA) (JAN 2019)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) _____. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

(End of text)

C-246-H002 GOVERNMENT USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018)

The contractor's gages, measuring, and testing devices shall be made available to the Government when required to determine contractor conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

(End of text)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of text)

DRAFT

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 incorporating Change 2 dated 18 May 2016.

(End of text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of text)

D-211-H004 IDENTIFICATION MARKING OF PARTS--BASIC (NAVSEA) (OCT 2018)

For all parts not subject to the marking requirements in DFARS 252.211-7003 – Item Unique Identification and Valuation, marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of text)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)

Item(s) _____ - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors

under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of text)

E-246-H021 COST DATA FOR QUALITY MANAGEMENT SYSTEM (NAVSEA) (JAN 2019)

The contractor shall maintain and use cost data as a management element of the Quality Management System. The specific cost data to be maintained and used will be determined by the contractor. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of text)

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

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

(End of text)

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JUN-2020 TO 31-MAY-2021	N/A	Norfolk Naval Shipyard FOB: Destination	N42158
0002	POP 01-JUN-2020 TO 31-MAY-2021	N/A	Norfolk Naval Shipyard FOB: Destination	N42158
0003	POP 01-JUN-2020 TO 31-MAY-2021	N/A	Norfolk Naval Shipyard	N42158
1001	POP 01-JUN-2021 TO 01-JUN-2022	N/A	Norfolk Naval Shipyard FOB: Destination	N42158
1002	POP 01-JUN-2021 TO 01-JUN-2022	N/A	Norfolk Naval Shipyard FOB: Destination	N42158
1003	POP 01-JUN-2021 TO 01-JUN-2022	N/A	Norfolk Naval Shipyard	N42158

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

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

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

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

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

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____

Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

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

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

(End of clause)

G-216-H001 FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA) (OCT 2018)

The Government will withhold 15% of each fixed fee payment starting with the first invoice submitted until a total of \$100,000 of fixed fee has been withheld. Withheld amounts will be released in accordance with FAR 52.216-8, Fixed Fee.

(End of text)

G-232-H001 ALLOTMENT OF FUNDS--BASIC (NAVSEA) (OCT 2018)

(a) This contract is incrementally funded with respect to both cost and fee. The table below sets out:

(1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);

(2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;

(3) The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee" (FAR 52.216-10); and;

(4) The period of performance for which it is estimated the allotted amount(s) will cover:

CLINS/SLINS	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE FOR ALLOTMENT

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) Performance under CLINs/SLINs which are fully funded is subject to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of text)

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

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

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

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

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

<u>Item</u>	<u>Type*</u>

*CR – Cost-Reimbursement
FP – Fixed Price

(End of text)

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

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

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

(End of text)

G-232-W001 PROMPT PAYMENT (FAR 52.232-25) REVISED CONSTRUCTIVE ACCEPTANCE PERIOD (NAVSEA) (OCT 2018)

In accordance with FAR 32.904(b)(1)(ii)(B)(4), the Contracting Officer has determined that more than seven days are needed for constructive acceptance. Contractors are hereby advised that the constructive acceptance period established in paragraph (a) (5) (i) of FAR clause 52.232-25, Prompt Payment is revised to _____ [fill-in number of days] in lieu of 7 working days.

(End of text)

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

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

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

an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

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

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

(ii) The Contract Specialist is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

(iii) The Administrative Contracting Officer (ACO) is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

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

The Contracting Officer's Representative (COR) is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

Name: [*]

Address:

[*City, State, Zip]

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

E-mail: [*]

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters

when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Name: [*]

Address: [*Street]

[*City, State, Zip]

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

E-mail: [*]

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

Name: [*]

Address:

[*City, State, Zip]

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

E-mail: [*]

(h) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(j) The Authorized Ordering Person(s) for Per-Call Maintenance is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

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

Name: [*]

Title: [*]

Address:

[*Street]

[*City, State, Zip]

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

[*] To be completed at contract award

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (OCT 2018)

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

(b) The federal Government observes the following holidays:

HOLIDAYS*

New Year's Day
Martin Luther King's Birthday
Presidential Inauguration Day (Washington DC metro area only)
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

* Except for the Presidential Inauguration Day, if the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

The actual date of observance for each of the above holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/#url>.

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

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not

direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

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

(f) The hours of operation are as follows:

AREA	FROM	TO
<i>[insert specific Departments]</i>		<i>[insert times]</i>

(g) All deliveries to the Receiving Officer, _____ *[Negotiator insert delivery location]*, shall be made Monday through Friday from _____ *[Negotiator enter beginning hour of operation]* to _____ *[Negotiator enter closing hour of operation]*, local time. Deliveries will not be accepted after _____ *[Negotiator enter closing hour of operation]*. No deliveries will be accepted on federal government holidays.

(End of text)

G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

[_____List specific functions that will be retained by the PCO]

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

[_____List any additional functions that will be delegated to the ACO]

(End of text)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-216-H001 LEVEL OF EFFORT--BASIC (NAVSEA) (OCT 2018)

(a) The total level of effort for the performance of this contract is specified in Section B and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).

(b) Of the total man-hours of direct labor set forth in Section B, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (l) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ hours per week. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified in Section B would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required; the probable benefits which would result; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee. The offer shall acknowledge that the additional man-hours proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of a signed contract modification by the Contracting Officer.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in Section B would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in Section B is not provided by the Contractor during the period of this contract, at the Contracting Officer's sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20), require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in Section B shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, determined adequate by the Administrative Contracting Officer, which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Additionally, in the case of a cost underrun; the Contractor shall submit (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds; or, in the case of an underrun in hours, (6) the number of hours not performed against the specified total level of effort, and (7) a calculation of the appropriate fee reduction in accordance with this text. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may, at the discretion of the Contracting Officer, furnish man-hours up to five percent in excess of the total man-hours specified in Section B, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of text)

H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JAN 2019)

Per 29 CFR 1910.1200, Hazard Communication, you, as a contractor employer with employees working at a Government facility, are hereby informed of the hazardous materials used at the Government facility which your employees may be exposed to while working here and also to suggest appropriate protective measures. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity. Typical hazardous materials include, but are not limited to:

- a. Metals, e.g., mercury, lead, chromium
- b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
- c. Corrosives, e.g., acids, alkalis
- d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

Depending on the material involved, materials such as these can present physical hazards and or health hazards.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material; therefore, the following precautions should be taken:

- a. Obey signs, directions and warning labels;
- b. Do not use unknown or labeled materials;
- c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;
- d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

5. The Safety Office points of contact are as follows: *(insert applicable name and code)*.

(End of text)

H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (DEC 2018)

(a) Definitions:

(1) Test, Measurement, and Diagnostic Equipment (TMDE). Includes all devices used to measure, calibrate, gage, test, inspect, diagnose, or otherwise examine materials, supplies, and equipment to quantitatively or qualitatively determine compliance with specifications and tolerances, engineering drawings, technical orders, technical manuals, or use requirements and instructions.

(2) Calibration Standard. A measuring instrument or artifact used as a reference to establish and maintain the accuracy of other measuring instruments or artifacts. Calibration standards may be used to calibrate other standards of lesser accuracy or to calibrate test and measurement equipment directly.

(3) Calibration. The comparison of a measurement system or device of unverified accuracy with a measurement system of known and greater accuracy to detect deviation of the unverified measurement system from required performance specifications (of the unverified measurement system or device) and to quantify all measured values to applicable units of the international system of units.

(4) Calibration Service Providers. Commercial calibration activities and other government agencies that provide calibration services to the Navy and Marine Corps as a major line of business.

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

(6) Measurement Traceability. The property of a measurement result that can be related to a national or international measurement standard through a documented, unbroken chain of calibrations, each with a stated measurement uncertainty. Individual measurement results must be traced through an unbroken chain of calibrations to accepted references, such as: U.S. national standards such as, the U.S. Naval Observatory, ratio and consensus standards, natural physical constants, or the national standards of other countries correlated with U.S. national standards as held or directed by National Institute of Standards and Technology and Department of Defense (DoD) approved sources.

(7) The End of Period Measurement Reliability. The probability that all the applicable measurement quantities of a test, measurement, and diagnostic equipment are within tolerance at the end of the calibration interval assigned to the given test, measurement, and diagnostic equipment.

(8) Calibration Interval. The periodicity between calibrations that is assigned to achieve Navy end of period measurement reliability objectives for test, measurement, and diagnostic equipment.

(9) The Probability of False Acceptance. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect acceptance decision.

(10) The Probability of False Rejection. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect rejection decision.

(11) The Test Uncertainty Ratio (TUR). The ratio of the difference between the upper and lower tolerance limits for a measurement quantity subject to calibration, to the difference between the upper and lower 95 percent uncertainty limits for the measurement process used for calibration.

(b) Test, measurement, and diagnostic equipment and automatic test systems are used to monitor and test systems, equipment, devices, and the environmental conditions under which these systems and personnel operate. The accuracy of Navy and Contractor test, measurement, and diagnostic equipment and automatic test systems used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all test, measurement and diagnostic equipment used for quantitative or qualitative measurements is maintained and calibrated in accordance with U.S. national standards ANSI/NCSL Z540.3 Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006 or ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories (2nd Edition), dated 15 May 2005 or the national standards of other countries correlated with U.S. national standards held by the National Institute of Standards and Technology and designated as an approved source by the Department of the Navy METCAL Executive Agent.

(c) Calibration certification to Navy standard NAVSEA 04-4734B, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual, 1 Dec 2006, is acceptable in place of ANSI/NCSL Z540.3 and ISO/IEC 17025 accreditations. ANSI/NCSL Z540.3 and ISO/IEC 17025 accreditations must be performed by an U.S. headquartered accreditation body that is a signatory of the Navy Calibration Cooperative Agreement. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ISO/IEC 17025, ANSI/NCSL Z540.3, or NAVSEA 04-4734B must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope or to confirm NAVSEA certification. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect TMDE end of period reliability greater than 72%. TMDE reliability data shall be provided upon request. TURs shall

be greater than 4:1 or ensure a probability of false acceptance of 2% or less and a probability of false rejections of 15% or less. Calibration procedures and methods used by the contractor shall be provided to the Government upon request.

(d) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor subcontracts or outsources the initial or reoccurring calibration of test, measurement, and diagnostic equipment, the respective calibration laboratory must also meet the requirements of paragraphs (b) and (c).

(e) Calibration service providers and commercial service providers, and all of their employees, who supply or calibrate Navy test, measurement, and diagnostic equipment, shall be certified or accredited to the requirements of the NAVSEA manual or the ISO or ANSI specifications cited in paragraphs (b) and (c).

(End of text)

DRAFT

Section I - Contract Clauses

52.204-24

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that—

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014

52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-9	Small Business Subcontracting Plan	JUN 2020
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUL 2018
52.230-6	Administration of Cost Accounting Standards	JUN 2010

52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2019
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	JAN 2009
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016

252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.217-7003	Changes	DEC 1991
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7006	Title	DEC 1991
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2018
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other

Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau

of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this

clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
(AUG 2011)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[Insert one or more Internet addresses]

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any insert regulation name (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS**LIST OF ATTACHMENTS**

Documentation Date	Title	Revision Date
Attachment 1	AS41 Spaces	
Attachment 2	Potential Task List	
Attachment 3	Final Berth Location	
Attachment 4	Cost Price Analysis	
Attachment 5	Staffing Plan without Cost	
Attachment 6	Staffing Plan with Cost	
Attachment 7	Past Performance Questionnaire	
Attachment 8	Past Performance Information Form	
Attachment 9	Contractor Performance Customer Input Sheet Questionnaire	
Attachment 10	Performance Work Statement	
Exhibit	CDRLs	

DRAFT

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-8	Annual Representations and Certifications	OCT 2018
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015

CLAUSES INCORPORATED BY FULL TEXT

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: ____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: ____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

(____) yes(____) no

(End of Provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2018)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <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 FAR 52.204-8(c) and paragraph (d) 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 provision 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/DFARS 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 located in the SAM database.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.216-1	Type Of Contract	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)

The Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for work delivered or rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.

(End of clause)

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):

[Insert one or more Internet addresses]

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.215-7009

PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<u>GENERAL INSTRUCTIONS</u>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency;		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		(6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<u>COST ELEMENTS</u>				
MATERIALS AND SERVICES				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
SUBCONTRACTS (Purchased materials or services)				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		price/cost analysis, and submission of the price/cost analysis?		
<u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u>				
18.	FAR 52.215-20 FAR 2.101, “commercial item”	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial items “of a type”, or “evolved” or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
<u>INTERORGANIZATIONAL TRANSFERS</u>				

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
DIRECT LABOR				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
INDIRECT COSTS				
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
OTHER COSTS				
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u>				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<u>OTHER</u>				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i)		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

INSTRUCTIONS

1.0 ELIGIBILITY

To maximize efficiency and minimize the time for proposal evaluation, Offerors and their subcontractors shall submit their proposals in accordance with Section L.

This solicitation will be competed using full and open procedures in accordance with FAR 6.102(b).

1.1 QUESTIONS

It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the solicitation closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the PWS and other solicitation documents attached hereto or incorporated by reference. All questions shall be submitted via email to Contract Specialists Joel Mason @ joel.mason@navy.mil and Denise Sturdifan @ denise.a.sturdifan@navy.mil within seven (7) days after issuance of the solicitation. Questions received after this date may be answered, but be advised that the Government may not have time to answer prior to receipt of proposals.

1.2 START DATE FOR USE IN COST/PRICE PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a start date referenced in Section F. This date is only an estimate of the anticipated start date and will be used for the purpose of proposal evaluation only. A definitive start date will be incorporated into the award document.

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

The government reserves the right to reject any proposal that does not comply with these proposal preparation/submission instructions. Note: Information requested and submitted in one volume will not be considered for purposes of evaluation of information contained in another volume. Cost/price proposal submissions must reflect what is submitted in the technical volume. Proposals for which the cost elements (e.g. Number of hours, labor categories, subcontractors) in the cost/price volume do not match those identified in the technical volume may be deemed un-awardable.

2.1 GENERAL

Proposals shall be submitted via email by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offerors shall comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may render the Offeror ineligible for award.

(a) Definitions. As used in this solicitation –

In writing or written means any worded or numbered expression, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer.

Day is defined as a calendar day unless otherwise specified. If the last day of a specified period falls on a Saturday, Sunday, or Federal Holiday, the period shall be deemed to end on the next Federal work day.

Major Subcontractor is defined as a subcontractor performing 50%, or more, of total proposed labor hour costs.

Past performance is a measure of the degree to which the Offeror and its subcontractors satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations.

(b) Amendments to the solicitation. If this solicitation is amended, terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. Proposals and revisions of proposals shall be submitted via email under the appropriate solicitation number and its latest amendment (if any).

2.2 ELECTRONIC SUBMISSION

Offers shall be submitted via email by the solicitation's closing date/time in order to be considered responsive.

Failure to submit a complete proposal prior to the solicitation closing date and time is "late" and will not be considered.

Offerors are responsible for submitting proposals and any revisions by the time specified in the solicitation. Any proposal (including proposal modifications or revisions) not submitted/received by the exact time specified for receipt of offers is "late" and will not be considered. The solicitation will close at the exact date and time specified in the solicitation.

2.3 PROPOSAL FORMAT

2.3.1 All Offerors are required to submit proposals in accordance with the format and content specified herein. The requirements below apply equally to subcontractors. Proposals that do not meet the below requirements may be deemed unacceptable and may not be eligible for award. The electronic proposal shall be prepared with:

a) Microsoft Word, Excel, or (searchable) Adobe Acrobat software (note: instructions regarding use of certain electronic products (e.g. Microsoft Office, Excel, Adobe) listed herein shall not be construed as Government endorsement of specified products);

b) No hyperlinks to locations outside a document (certain hyperlinks to places within a document, such as table of contents numbers, section headings, and table or figure cross references are acceptable);

c) All files named with the Offeror's company name and title/subject of file content;

d) All files named with the file extension .doc, .docx, .xls, .xlsx, or .pdf;

e) Spreadsheet files (workbooks) provided for all prime AND subcontractors shall include all formulas, functions, macros, computations, and equations used to compute the proposed amounts. There shall be no cell references to data or links to files not included in the Factor 1, Technical, and Factor 5, Cost/Price, submissions, as appropriate. For each workbook, all rows, columns, cells, and worksheets shall be visible (object.visible=true). Zero height/zero width rows/columns in worksheets are not acceptable. Worksheet cells formatted with the font color equal to the fill color are not acceptable. Print image files or pictures (for example, a picture of an Excel spreadsheet embedded in a Word document) should not be used;

f) Spreadsheets shall include all calculations in the cells (e.g. show all formulas). The Government MUST be able to determine how all direct and indirect rates are calculated. DO NOT hard enter data where formulas were used to calculate the entered value;

g) All files named with the file extension .doc or .docx shall be Microsoft Word 2010 compatible;

h) Prime /Subcontractor Cost Summaries shall be submitted using Microsoft Excel (2010 or compatible) in the Cost Summary Format provided as an attachment in Section J. This submission is in addition to the Offeror loading their Section B pricing into the portal via the web form;

i) Narratives related to the cost/price summary data may be provided in Microsoft Word;

j) Any other attached documents requested herein shall be compatible with Microsoft Office.

Compression tools are limited to PKZip or WinZip;

k) Offerors shall propose to provide all items in order to be deemed responsive to this solicitation; and

l) Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.

2.3.2 Additionally, the electronic proposal shall be prepared so that, if printed, the proposal meets the following format and other requirements:

- a) 8.5 x 11 inch paper;
- b) Single-spaced typed lines;
- c) 1 inch margins;
- d) 12-point Times New Roman Font text;
- e) Only graphs/tables/charts as may be necessary to convey a response to the items/information requested in this solicitation. The font size for text contained in embedded graphics (tables and illustrations) shall be no smaller than 9 point Times New Roman font; and
- f) The spreadsheets (landscape orientation) shall be formatted for printing such that all data is in a font no smaller than 9 point Times New Roman and row and column headings appear on each printed page.

2.3.3 Offerors may submit modifications to their proposals at any time before the solicitation closing date and time. In the event of an amendment to the solicitation that requires Offerors to submit proposal modifications, the amendment will provide instructions for submittal.

- a) After the solicitation closing date and time, Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- b) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- c) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If; however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in sheets [insert numbers or other identification of sheets]"; and

- d) Mark each sheet of data it wishes to restrict with the following legend:
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."
- e) The Government intends to award a contract that results from this solicitation to the responsible Offeror whose proposal represents the Best Value to the Government in accordance with the Factors set forth in Section M of the solicitation.
- f) The Government may reject any or all proposals if such action is in the Government's interest.
- g) The Government intends to award a contract upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. However, the Government may contact any or all or a limited number of Offerors with questions concerning their responses as permitted under FAR Part 16.
- h) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- i) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, quality of proposals, and availability of funding, it is in the Government's best interest to do so.
- j) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- k) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost and price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- l) A cost realism analysis will be performed in accordance with FAR 15.404-1 (d) – COST REALISM ANALYSIS. Performance or schedule risk may be considered in the cost realism analysis.
- m) Offerors shall have all Major Subcontractors submit proposal information in a uniform format consistent with the aforementioned instructions.

2.3.4 Cover Page and Table of Contents

Each proposal volume shall include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number, amendment number, proposal volume and title, and the Offeror's name. Volume I shall include a Master Table of Contents and Proposal Cross-Reference Table. The Proposal Cross-Reference Table shall indicate the required proposal content and the section/page number where this content appears in the proposal. Cover Pages, Tables of Contents, and the Proposal Cross-Reference Table will not count against page limitations.

2.3.5 Page Numbering System

The Offeror shall use a standard page numbering system to facilitate proposal references. All pages shall be numbered. Consecutive pages will be numbered within sections. Charts, graphs, and other insert materials shall be page-numbered as part of the page numbering system.

2.3.6 Glossary of Abbreviations and Acronyms

The Offeror may submit a glossary which includes abbreviations, acronyms, and their corresponding definitions. Glossaries will not count against page limitations.

2.3.7 File Naming Convention. All files must be submitted in the following formats:

a) Technical_Company Name_Document Name_Volume #

Example: Technical_Company X_Technical and Management_Volume I

b) Past Performance_Company Name_Document Name/Attachment #_Volume # Example: Past Performance_Company X_Previous Contracting Efforts_Volume II

c) Cost_Company Name_Document Name_Vol #(or Attachment Number)

Example: Cost_Company X_Cost Narrative_Volume III

Example: Cost_Company X_Cost Summary_Attachment 1

2.3.8 Section L and Proposal Volume Cross-Reference Table. The table below represents a cross reference of proposal content, volume in which the proposal content shall be submitted, and whether proposal content is included in page limitations defined in paragraph 2.3.9.

Cross Reference Table			
Section L Paragraph	Required Documentation	Volume	Included in Page Limitation
2.3	Proposal Format	All	N
3.1	Cover Letter	I	N
4.2	Factor I - Technical Approach	I	Y
4.2.1	Subfactor A - Technical Capabilities	I	Y
4.2.2	Subfactor B - Personnel Requirements	I	Y
4.2.2.1	Key Personnel Resumes	I	N
4.2.2.2	Non-Key Personnel Requirements	I	Y
4.3	Factor II - Manning Capability	II	Y
4.3.1	Staffing Plan w/o Cost (excel file w/o rates)	II	N
4.3.2	Management Plan	II	Y
4.3.3	Approach	II	Y
4.3.4	Organization	II	Y
4.3.5	Subcontract Management	II	Y
4.4	Factor III - Past Performance	III	Y

4.4.1	Recent and Relevance Past Performance References	III	Y
4.4.2	Past Performance Questionnaires	III	N
4.4.3	Previous Contracting Effort Narrative	III	Y
4.5	Factor IV - Small Business Participation Plan	IV	Y
4.6	Factor V - Cost/Price Proposal	V	N
4.7	Fill-ins	V	N

2.3.9 Page Limitations

Page limitations are identified for each volume/section of the proposal as shown below and will be treated as maximums. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages.

Volume	Page Limitation
Volume I - Technical Approach	35 Pages
Volume II - Manning Capability	21 Pages
Volume III - Past Performance	21 Pages
Volume IV - Small Business Participation Plan	No Page Limit
Volume V - Cost/Price	No Page Limit
Volume VI - Contract Documentation	No Page Limit

3.0 WRITTEN PROPOSAL ORGANIZATION 3.1 COVER LETTER

Offerors shall provide a cover letter with the following information:

- a) Solicitation number;
- b) The name, address, e-mail address, and telephone and facsimile numbers of the Offeror;
- c) A statement confirming agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all CLINs upon which prices are offered at the price set opposite each CLIN;
- d) A statement that the proposal is valid through 180 calendar days from the date specified for receipt of proposals;
- e) Names, titles, telephone and facsimile numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- f) DCAA and DCMA office point of contact (POC), including branch location, contact name, telephone number, and e-mail address for both the Prime and its Subcontractors;
- g) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and
- h) Identify all enclosures being transmitted as part of the Offeror's proposal.

3.2 TECHNICAL APPROACH (VOLUME I)

Offerors are to ensure that all Technical Capabilities and Experience are contained within VOLUME I and no cost/price information is included in this volume.

3.3 MANNING CAPABILITY (VOLUME II)

The Offeror shall ensure that a Staffing Plan, Management Plan and Subcontractor Management Plan which demonstrates its management approach and ability to effectively manage all efforts specified within the PWS are contained within VOLUME II and no cost/price information is included in this volume.

The offeror shall provide the Small Business Subcontracting Plan, in accordance with L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2019) in Volume II.

3.4 PAST PERFORMANCE (VOLUME III)

Offerors are to ensure that all Past Performance information is contained within VOLUME III and no cost/price information concerning this requirement is included in this volume.

3.5 SMALL BUSINESS (VOLUME IV)

Offerors are to ensure that all Small Business information is contained within VOLUME IV. Offerors shall ensure Small Business info matches Small Business Subcontracting Plan.

3.6 COST/PRICE PROPOSAL (VOLUME V)

Offerors shall ensure that all cost/price information is contained within Volume IV. Offerors shall ensure Section B pricing matches the Prime Offeror Cost Summary.

Offerors shall populate the values for CLINS 0001 through 1002 in accordance, with the offeror's total proposed cost.

3.7 CONTRACT DOCUMENTATION (VOLUME VI)

Each Offeror shall complete all Solicitation Fill-Ins, including acknowledgment of all issued amendments, and provide a copy with the Offeror's proposal contained within Volume IV including all contract documentation as stated in Paragraph 4.7.

4.0 PROPOSAL CONTENT 4.1 OFFER

The completion and submission of an offer to the Government shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. Offerors shall propose the labor hours required to perform the requirements of the PWS for the period of performance specified in Section F. The Government estimate is based on the total anticipated LOE for all tasks.

Each proposal shall include the following:

4.2 FACTOR I - TECHNICAL APPROACH (VOLUME I)

4.2.1 Subfactor A - Technical Capabilities and Experience

- (a) The Offeror shall provide documentation of Nuclear Regulatory Commission (NRC) License.
- (b) The Offeror shall demonstrate specific knowledge, capability, and experience (both Prime and Subcontractors) to perform all aspects of the tasks in accordance with the PWS. The Offeror shall describe specific capabilities and experience to demonstrate its ability to support the tasks described in the PWS and its understanding of the interdependencies/interrelationships of the PWS tasks. The Offeror shall also describe how its facilities meet the requirements in the PWS, if applicable.
- (c) The Offeror shall not simply rephrase or restate the Government's requirements in its proposal. The Offeror shall provide sufficient details and convincing rationale to address how the Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of its facilities, capabilities, or experience. The Government will base its evaluation on the information presented, and may use information the Government obtains from other sources to verify information pertaining to experience provided in the proposal.
- (d) The Offeror shall include sufficient details to permit a complete and accurate evaluation of the proposal. The proposal shall clearly demonstrate the Offeror's understanding of the requirements and the feasibility of its approaches to meet those requirements. This is solely the Offeror's responsibility. Proposals that merely offer to perform work in accordance with this solicitation, or which fail to present more than an indication of capability of compliance with the technical requirements without elaboration shall be deemed to be unacceptable and shall not be considered further. Offerors shall identify technical uncertainties and assumptions within the requirements set forth in the solicitation and provide specific courses of action for their resolution. Offerors are cautioned that failure to provide the necessary information may result in their ratings being downgraded accordingly.
- (e) Proposals submitted for consideration for award shall address the full scope of the solicitation.

4.2.2 Subfactor B - Personnel Requirements

The Offeror shall propose the overall allocation of personnel and labor hours.

4.2.2.1 Key Personnel

Key Personnel are deemed essential to the performance of this effort and cannot be replaced without prior notice to the Government (IAW clause 5252.237-9106, SUBSTITUTION OF PERSONNEL).

Key Personnel labor category minimum qualifications are provided in Section C, within the PWS. Offerors shall provide one resume for each individual the Offeror proposes to fulfill the positions identified as Key below:

Contamination Worker(s)

Radiological Control Technicians (RCTs)

Supervisor Radiological Control Technicians (SRCTs)
 Engineer(s)
 Engineering Technician(s)
 Naval Architect(s)

The Offeror shall also describe where Key Personnel are located within the organization and describe the specific planned responsibilities (both technical and management, if applicable) for each proposed Key Personnel. This is intended to be more than functional job titles; the Offeror shall provide details.

Offerors shall only propose Key Personnel that, at the time of proposal submission, the Offeror has a good faith expectation of providing at award. The Offeror shall submit a current "Letter of Intent" (with salary information redacted) with all resumes supplied for contingent Key Personnel hires. The Letter of Intent must be signed by the contingent hire employee AND the Offeror. Additionally, the Government considers the submission of Letters of Intent for proposed contingent Key Personnel to be material to the proposal since these Letters of Intent demonstrate the Offeror's ability to hire personnel with the qualifications offered. Resumes shall include, as a minimum, the following information:

- a) Name, years of related professional job experience (to include employer name/company, tenure dates by position, position title, responsibilities, and experience as it relates to the anticipated PWS task(s) to be assigned to the individual);
- b) Degrees held and/or other pertinent education, including date(s), degree(s), and respective college or university from which the degree(s) was received;
- c) Specialized experience, qualifications, and/or certifications relevant to the requirements. Include title, description, dates, and from where/whom attained;
- d) Security Clearance Level;
- e) Citizenship; and
- f) If the person is a contingent hire, please place the word "Contingent" next to the person's name.

Although resumes of Key Personnel is not included within the 35 page limitation of Volume I, each resume is limited to three (3) pages. When both sides of a sheet display material it will be counted as two pages. See page limitation sections above.

4.2.2.2 Non-Key Personnel Requirements

The offeror shall submit a description for each of their company-unique personnel qualification identifiers (e.g. Engineer) and any amplifying qualification to differentiate within categories (e.g. Engineer III, Engineer IV, and Systems Engineer). Each description shall not exceed ½ page in length, but should be sufficient to provide an explanation why the proposed labor category will be necessary for performance.

4.3 FACTOR II – MANNING CAPABILITY (VOLUME II)

4.3.1 Staffing Plan without Cost

The format for the Staffing Plan without Cost is provided as attachment in Section J. The Offeror shall provide a Staffing Plan (in an Excel file, without burdened rate information), which shall include all proposed labor category personnel (by name, for both the Offeror and proposed subcontractors) known at the time of proposal submission to support the functional areas specified in the PWS. The Offeror shall complete all columns in the Staffing Plan. All Key Personnel shall be identified. The Staffing Plan shall be uploaded as a separate file and include all of the information requested using the provided template. The Offeror shall highlight any positions to be staffed by Key Personnel. The Offeror is cautioned that staffing plans for individuals and all proposed tasks must propose the same mix and amount of hours as that of the Cost/Price Proposal, which shall be in accordance with the Government estimated Level of Effort (LOE). Discrepancies between the labor mix identified in the technical and Cost/Price Proposal may result in a lowering of the adjectival rating in the technical proposal and/or a cost realism adjustment. When read together with the other parts of the Offeror's Technical Approach Volume, the Offeror's Staffing Plan shall demonstrate the Offeror's ability to successfully meet the requirements of the PWS. The Offeror shall describe how the proposed team provides optimal balance between size, manageability, and support capability while maintaining an integrated approach.

The Offeror shall divide the Staffing Plan into the required tasks listing each task in order on the same spreadsheet. The Offeror should list "TBD" in the name for which the Offeror does not have a firm non-key candidate identified to provide at award.

The Offeror shall preface the names of contingent hires with "Contingent -;" for example, "Contingent – Jane Doe." The Offeror shall insert the company name in the upper left column of the Staffing Plan.

The Offeror shall minimize the number of proposed personnel for which candidates have not been identified.

4.3.2 Management Plan

The Offeror shall submit a Management Plan which demonstrates its management approach and ability to effectively manage all efforts specified within the PWS. The Management Plan shall include the following key elements:

4.3.3 Approach

The Offeror shall address its overall management approach and ability to plan, manage, and execute all efforts required by the PWS, including, but not limited to, controlling personnel, controlling utilization of resources, tracking deliverables, monitoring performance, and obtaining Government feedback. The Offeror shall provide instructions on how/if they plan to implement NAVSEA S9213-70-MMA-000 Radiological Controls Manual Decontamination and Decommissioning Supplement (ref 4.35) as well as what materials the contractor plans to establish their D&D boundary with (i.e. temp fencing, ropes, plastic tent enclosures, sandbags etc). The Offeror shall describe processes to be used by the Offeror's technical leadership to ensure specific subtasks are being performed effectively and efficiently.

Furthermore, The Offeror shall describe its ability to maintain a viable workforce for this requirement. Address approach to retain qualified personnel resources in order to minimize staff turnover; describe the Offeror's hiring process to fill vacancies in a timely manner to support the operational requirements of the PWS. Historical results of the Offeror's staff recruitment process shall also be provided, in terms of actual hiring cycle times from departure to onboarding of qualified resources. Provide this level of detail for major subcontractors proposed as well.

4.3.4 Organization

The Offeror shall provide an organization chart that illustrates how the Offeror will effectively manage performance within the constructs of its organizational structure. The Management Plan shall describe the Offeror's corporate structure and ability to manage a high performing team, describe the procedures in place for monitoring and controlling costs, and also demonstrate that the Offeror will be successful in undertaking these management and cost control efforts. If teaming or subcontracting is contemplated, the Offeror shall provide a full description of:

- a) Proposed subcontractors or team members;
- b) Portions of the tasks within the PWS that will be subcontracted;
- c) The distribution (percentage) of hours assigned within the subcontracted tasks for each subcontractor.
- d) Binding agreements/arrangements the Offeror has with its teammates and/or subcontractors as well as why and how such agreements/arrangements will benefit the Government and aid the Offeror in achieving the requirements and objectives of this effort;
- e) Management structure for coordinating and controlling subcontractors and team members;
- f) Subcontractor deliverables to the prime and payment tracking;
- g) Points of contact for the Subcontractor; and
- h) The sole bearer of ultimate responsibility for performance by the subcontractor and team members.

NOTE: While it is recognized that the Offeror's proposal submission may not be able to detail specifics that will only be determined post-award, the proposed Management Plan shall demonstrate the concept of operation proposed to most effectively meet projected task requirements and integrate functional areas.

4.3.5 Subcontractor Management Plan

If subcontracting or teaming is proposed, the Offeror shall propose a Subcontract Management Plan (SMP). The Offeror's SMP shall describe its processes and techniques used to manage subcontract performance (technical, schedule, and cost), billing, and reporting. The SMP shall be fully consistent with other portions of the proposal. The SMP shall only include those subcontractors which are priced in the Cost/Price Proposal. If subcontractors are not included in the Cost/Price Proposal, they shall not be referenced in any other part of the proposal. The Offeror shall address the technical reason(s) for selecting each subcontractor; identify the portions of the PWS that will be subcontracted; and identify the contractual relationship with the subcontractor (e.g., CPFF, T&M, FFP).

4.4 FACTOR III - PAST PERFORMANCE (VOLUME III)

4.4.1 Recent and Relevant Past Performance References

The Offeror shall provide up to three Past Performance References with its proposal to encompass its relevant performance for periods in excess of six months within the last three years prior to the due date of proposals. Past Performance References shall be submitted using the format provided as an attachment in Section J. In addition, Offerors shall submit one Past Performance Reference for each major subcontractor. If no major subcontractors

proposed, at least one Past Performance Reference shall be provided for the subcontractor performing the largest portion of subcontracted work under this effort.

The Past Performance References should be relevant in that they are of similar scope, size, and complexity to the effort in this solicitation; and provide sufficient context to enable evaluators to measure the likelihood that the Offeror will satisfy the requirements. Common aspects for determining relevancy include similarity of service/support, complexity, dollar value, contract type, use of key personnel, and extent of subcontracting /teaming. The identified Past Performance References can be with Federal, commercial, or other customers.

For each Past Performance Reference, the Offeror shall identify at least one of the following customer POCs: Program Manager (PM), Procuring Contracting Officer (PCO), or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, fax number, and email address for each POC. The Government may use other information, such as Award Fee letters and CPARS data available from Government sources, to evaluate an Offeror's past performance. The Government may also consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases, and/or personal knowledge. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Offeror. Offerors are encouraged to provide contract reference information for efforts on which they are the Prime contract holder. Offerors shall detail the extent to which they contributed as a subcontractor to the referenced contracts.

4.4.2 Past Performance Questionnaire

The Offeror shall submit one Past Performance Questionnaire, provided as an attachment in Section J, to each of its customer POCs identified in the Recent and Relevant Past Performance References. In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Officer on or before the proposal due date. Electronic submission via e-mail by the customer is required. CPARS reports may be submitted in lieu of Past Performance Questionnaires.

4.4.3 Previous Contracting Effort Narratives

For each of the Recent and Relevant Past Performance References submitted, the Offeror shall also provide one Previous Contracting Effort Narrative detailing the following information:

Describe how the scope for this Past Performance Reference relates to the requirement being solicited in similar scope, size, and complexity.

Describe significant achievements, challenges, or obstacles that were encountered during performance identified in the Past Performance References. Reference performance issues and the measures taken to overcome them.

Provide performance criteria/measures that were applied in evaluating performance, for each Past Performance Reference identified. (The performance criteria/measures should be specific and show the target performance levels that are/were set forth under the applicable contracts as well as the level of performance achieved, for the most recent period of performance of each Past Performance Reference.)

4.5 FACTOR IV – SMALL BUSINESS PARTICIPTION PLAN (VOLUME IV)

All offerors (both other than small businesses and small businesses) shall provide the following SBPCD requirements and substantiating documentation to demonstrate how you will meet these requirements. This required information will be used to evaluate the extent of your proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business prime offerors or small business subcontractors) relative to Section M, Factor IV, Small Business Participation. These SBPCD requirements will be incorporated into any resulting contract(s) as specified below:

1. The small business concerns (SBC) as defined in FAR Part 19 that are to be used in your proposed approach to satisfy the requirements of this solicitation for the entire performance period, including company name, CAGE code, business category(ies), description of products or services, and NAICS code to be provided by each SBC and the nature of the commitment with the SBC (i.e., letter of commitment, joint ventures, mentor protégé agreements, others). Binding commitments shall become enforceable, contractual requirements. Use the table/format below in proposing this required information. (Note: Section M, Factor IV elements 1, 2, 3)

Company Name	CAGE Code	SBC Category(ies) (SB, WOSB, SDB, HUBZone, VOSB, SDVOSB)	Product(s)/Service(s) to be provided include Section C reference	NAICS Code	Nature of Commitment

2. The SBCs (prime offerors and small business subcontractors) proposed quantitative participation in terms of the value of the total acquisition (total contract value). Offerors shall provide detailed explanations and documentation to support quantitative small business participation. Binding commitments shall become enforceable, contractual requirements. Use the table/format below in proposing this required information.(Note: Section M, Factor IV elements 4 and 5)

Proposed Total Contract Value = \$ < fill in base contract ad all option years >

Minimum Quantitative Requirement (MQR) - Small Business Participation

(Including Small Business prime offeror's participation)

Business Category	Dollar Value	% Total Contract Value
Total Proposed Contract Value – Prime Offeror	\$	%
Total Other than Small Business - Large	\$	%
Total Small Business (SB)	\$	%
Small Disadvantaged Business (SDB)	\$	%
Woman-Owned Small Business (WOSB)	\$	%
HUBZone Small Business	\$	%
Veteran-Owned Small Business (VOSB)	\$	%
Service-Disabled VOSB (SDVOSB)	\$	%

All supporting documentation is excluded from the page count. Supporting documents will not be incorporated into any resulting contract.

3. Past performance information to demonstrate compliance with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, including the extent to which small business performance objectives/requirements were met for the contracts that required submission of a Small Business Participation Plan or other small business participation/utilization document. Copies of contractual reports may be submitted to validate compliance with requirements of FAR 52.219-8. Explanation of efforts where minimum quantitative requirements and/or goals were not met should be provided. Supporting documentation shall be relevant to the requirements of this solicitation and shall be within the past five years.

All supporting documentation is excluded from the page count. (Note: Section M, Factor III)

4. Past performance information to demonstrate compliance with the requirements of FAR 52.219-9 (DEVIATION 2016-O0009) Small Business Subcontracting Plan (when applicable), including extent to which applicable goals and other small business performance objectives/requirements were met for the contracts submitted to demonstrate compliance. Explanation of efforts where goals were not met should be provided. Supporting documentation shall be relevant to the requirements of this solicitation and shall be within the past five years. All supporting documentation is excluded from the page count. (Note: Section M, Factor III)

5. The work to be performed directly by a small business prime offeror shall be evaluated as Small Business Participation. Small business prime offerors shall include their information in the above requested subparagraphs L4.5, 1-4 as required.

6. SBPCD enforceable, contractual requirements shall require periodic progress reporting to facilitate government monitoring in the event of an award. Offerors are to propose quarterly reporting for the requirements in L-4.5, subparagraphs 1-3 above (contractor format acceptable) in accordance with Section J, Small Business Participation. 7. Prime Offeror's Size: Identify the applicable size and applicable socioeconomic categories for the PRIME offeror only when submitting your proposed SBPCD. Include this information within the initial section of the proposed SBPCD and check all applicable boxes:

Prime Offeror's Size { } Other than Small Business or

{ } Small Business also categorized as a

{ } Small Disadvantaged Business (SDB)

{ } Woman-Owned Small Business (WOSB)

{ } Historically Underutilized Business Zone (HUBZone) Small Business

{ } Service Disabled Veteran Owned Small Business (SDVOSB)

4.6 FACTOR V - COST/PRICE PROPOSAL (VOLUME V)

No Technical and Management or Past Performance information shall be submitted as part of the Cost/Price Proposal.

THE REQUIREMENTS OF THIS SECTION APPLY EQUALLY TO THE OFFEROR AND ANY PROPOSED SUBCONTRACTOR(S) REGARDLESS OF SUBCONTRACT TYPE.

The Cost/Price Proposal shall be a separate volume comprised of the Section B Pricing, the Prime Offeror Cost Summary, the Prime Offeror Cost Narrative with substantiating cost information, and the Staffing Plan with Cost. The Prime Offeror Cost Summary shall be in the format of the "Prime Offeror Cost Summary Format" provided as an attachment in Section J. All proposed costs/prices shall be in whole dollars. The LOE in Section B includes both Prime and Subcontractor labor, if applicable. Costs unique to the implementation of the proposed transition plan shall be clearly identified in the Cost/Price Proposal.

It is the Prime Offeror's responsibility to ensure that ALL PROPOSED SUBCONTRACTORS provide information at this same level of detail regardless of the subcontract pricing arrangement.

In this procurement, the Government will perform a cost realism analysis of each Offeror's (and subcontractor's) proposed costs. The burden of cost credibility rests with the Offeror to demonstrate the realism of its proposed costs; as such, the Offeror shall submit substantiating cost data for every cost element it proposes (e.g., direct labor, fringe rate, overhead rate, G&A rate, subcontract costs). Providing insufficient information to substantiate the realism of an Offeror's proposed costs may result in a cost adjustment or in the Offeror no longer being considered for award.

The Offeror's proposal should represent its best efforts to respond to the solicitation. Any inconsistency between promised performance – e.g., the technical or management proposals and the identified personnel resources – and the proposed cost/price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and the impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost/price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the Offeror's proposal. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low costs may indicate an inability to understand requirements and a high risk approach to contract performance.

4.6.1 Section B Pricing (Prime Only)

The Offeror shall submit proposed pricing for Section B. Proposed Costs and Fee shall be provided for each applicable CLIN identified in the solicitation. Award will be made at the proposed Cost (including fee) of the successful Offeror using that Offeror's proposed Section B pricing.

The Offeror's Section B pricing shall take precedence should there be any discrepancy with any other documentation related to cost or price.

Offers shall include the proposed LOE (labor hours) for each CLIN. Offerors shall clearly identify any proposed hours, which are uncompensated effort.

4.6.2 Direct Labor

The following is required as part of the Prime Offeror Cost Summary:

The Offeror shall complete the LOE breakout by Prime and subcontractors that realistically reflects the Offeror's Technical Proposal. Failure to provide this information and proposed Direct Labor rate substantiation may result in upward adjustments being made to the proposed Direct Labor rates.

4.6.3 Additional Required Information

In its cost realism analysis, the Government will use the most relevant, reliable data available to evaluate the probable cost. Since each Offeror bears the burden of demonstrating the realism of its proposed costs, each Offeror shall substantiate its proposed costs, as presented in its Prime Offeror Cost Summary, with relevant, reliable data that demonstrates the realism of each proposed cost element. Each Offeror shall provide substantiation for the following information to be considered for award:

- (a) **Current Named Individual Direct Rate Supporting Documentation.** The Cost/Price Proposal shall reflect actual labor rates expected to be expended in performing the PWS; e.g., the actual hourly rates for named personnel if such rates will be the basis for billing under the resultant contract. For Prime and major subcontractors for which cost reimbursement and time and materials (T&M) subcontracts will be used, Offerors shall provide a screen-capture from the employer's payroll system, incurred within the last three months preceding release of this solicitation, for each current employee named in the proposal Staffing Plan. The Offeror shall fully explain all pertinent data on a sample screen capture. The Government must be able to derive the individual's direct rate (both inclusive and exclusive of the impact of uncompensated overtime, if proposed) from the screen-capture information provided by the Offeror. The data shall clearly map to individual rates shown in the Staffing Plan with Cost.
- (b) **Contingent Hire Direct Labor Rate Supporting Documentation.** The Offeror shall clearly indicate named contingent hires on its Staffing Plan(s) for itself and for all of its major cost- reimbursement and T&M subcontractors. The company proposing to employ a contingent hire shall provide a signed Letter of Intent that explicitly lists the agreed-upon annual salary for the named individual and the amount of any proposed uncompensated work as part of its Cost/Price Proposal. The information contained within the Letter of Intent provided by the Offeror in the Cost Volume for contingent hires shall indicate the individual's direct rate (both inclusive and exclusive of the impact of uncompensated overtime, if proposed).
- (c) **Unnamed Direct Labor Rate Supporting Documentation.** If there is no payroll data available for one or more of the individuals proposed, the Offeror shall provide payroll data for a comparable position and a brief analysis of how the proposed position is comparable to the position corresponding to the payroll data supplied. Any additional supporting documentation may be provided at the Offeror's discretion.
- (d) **Uncompensated Overtime Supporting Documentation.** If any Offeror or major cost reimbursement subcontractor proposes uncompensated overtime, it must substantiate any cost reductions to direct labor rates associated with its proposed use of uncompensated effort. This substantiation must include a description of the formulas applied to calculate the decremented rate (and/or decrement factor) and historical data to demonstrate that the proposed level of uncompensated overtime is realistic. Such historical data shall include the company's historical average annual level of uncompensated overtime from preceding years and/or historical data demonstrating that the company's proposed decremented rates are equal to or greater than historical actual incurred decremented direct labor rates for corresponding labor categories from preceding years, after adjusting them for annual escalation. In accordance with FAR 52.237-10, IDENTIFICATION OF UNCOMPENSATED OVERTIME, if uncompensated time is included in the offer or any of the supporting cost data, the Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.
- (e) **Escalation.** Offerors shall provide: (1) the basis for proposed escalation rates. Offerors may propose escalation at their discretion; however, the proposed escalation cannot exceed the Offeror's maximum escalation rate included in their.
- (f) **Indirect Rate Supporting Documentation.** Offerors shall provide the actual, incurred rates for each proposed indirect and general and administrative (G&A) pool for the prior three years, indicating the beginning and end dates for each fiscal year. This rate information shall include the Offeror's most recently completed fiscal year even if the rates are considered preliminary and have not been submitted to DCAA for audit. The Offeror shall note whether the actual rates have been audited by DCAA or any other independent organization; and shall specifically state which indirect rates have been finalized by DCAA/DCMA. Each Offeror shall provide this data for itself and

shall ensure that the Government receives this information for any major cost-reimbursable and T&M subcontractors. Each Offeror shall provide a narrative detailing the major cost drivers for proposed indirect rates that are lower than historical rates. If an Offeror, or any of its subcontractors, proposes to cap any of its indirect rates, it shall identify each capped rate and shall propose a legally binding and enforceable clause and shall include a process for verification by the Government.

The Offeror shall provide the required information dating from the origin of the company, if the Offeror does not have three years' worth of actual, incurred indirect data for any proposed indirect rate

(g) Transition Plan Costs. Costs unique to the implementation of the proposed transition plan shall be clearly identified in the Cost/Price Proposal.

(h) Forward Pricing Rate Agreement (FPRA). If the Offeror or major cost reimbursement subcontractor has an FPRA with DCAA/DCMA, a copy shall be furnished with the Cost/Price Proposal. If not evident in the FPRA, include contact information for the DCAA/DCMA office that executed the FPRA. If an Offeror does not have an FPRA, the Offeror shall provide substantiation within the Prime Offeror Cost Narrative as to how direct labor rates were calculated.

(i) Additional Substantiating Information. The Government encourages Offerors to provide additional substantiating information as necessary to demonstrate the cost realism of its proposed costs. Nevertheless, as with any substantiating cost data, merely providing the substantiating data, without sufficient analysis and explanation of the relevance and reliability of that data in the Prime Offeror Cost Narrative, may not be sufficient to demonstrate cost realism. The Prime Offeror Cost Narrative must clearly explain the reliability of all of the substantiating cost information provided and its relevance to the Offeror's cost analysis. Providing substantiating cost information, without demonstrating its relevance and reliability, may indicate that the Offeror lacks an understanding of the costs involved in performing the solicitation's requirements, which would indicate performance risks.

4.6.4 Subcontractors

Proposed cost reimbursement and T&M major subcontractors are required to submit Cost/Price Proposals (showing direct labor rates, indirect rates, and fee rate) using the Subcontractor Cost Summary, provided as Attachment in Section J. This information may be submitted via email to Contract Specialist Joel Mason at joel.mason@navy.mil if the subcontractor does not wish to provide this data to the Prime. Cost data provided separately by a subcontractor shall be received by the time and date specified for receipt of proposals specified elsewhere in this solicitation. For cost/price summary data provided separately, subcontractors shall place the appropriate restrictive legend on the data and identify the company name, name of Prime, address, point of contact, and solicitation number.

For all subcontractors that are proposed using fixed rates or fixed prices (T&M or FFP), the Offeror shall include the proposed hours and proposed costs per year in the Offeror's Cost Summary Subcontractor calculations.

Subcontractors proposed using T&M or FFP shall provide fixed rates or fixed prices for each contract year on the Subcontractor Cost Summary Attachment, without breaking out direct labor and burdens; however, the Offeror shall explicitly note that these costs or rates are fixed by describing the subcontract type (e.g., T&M or FFP).

In accordance with FAR 15.404-3(b), the Offeror shall conduct appropriate price analyses to establish the reasonableness of proposed subcontractor prices and include the results of these analyses in the Cost/Price Proposal. The Prime Offeror's Cost Narrative shall address how price reasonableness was determined for each proposed Subcontractor.

4.6.5 Staffing Plan with Cost

The format for the Staffing Plan with Cost is provided an attachment in Section J and shall be uploaded as a separate file. The Offeror shall provide the Staffing Plan with Cost with its submission. The Offeror shall complete all columns in the Staffing Plan with Cost.

4.7 SOLICITATION FILL-IN INFORMATION & CONTRACT DOCUMENTATION (VOLUME VI)

4.7.1 Fill-ins

Offerors shall complete Section B Fill-ins with proposed values and submit in this Volume.

4.7.2 Organizational Conflict of Interest (OCI) Statement and Mitigation Plan (if applicable)

The Offeror SHALL give the Government notice of this TWO WEEKS AFTER THE SOLICITATION RELEASE DATE, if the Offeror has a potential OCI.

In accordance with Section C, the OCI provision of this section, Offerors shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation. Offerors shall follow the below described two-step process for identifying known or potential OCI issues to the Government for this solicitation.

Step 1: If it is believed that conflicts of interest are real, possible, or perceived, the Offeror shall submit a letter within 14 days of the release of the solicitation identifying those OCI issues and the strategy that the Offeror intends

to use for mitigation. This letter will be for notification purposes and for the Government to conduct any necessary research, and no determination will be made by the Government based on this letter. If no OCI issues are present or anticipated, no action is required of the Offeror at this time.

Step 2: The Offeror shall state whether it has an OCI conflict regarding this solicitation. If an OCI is present or anticipated, the Offeror shall provide details and submit an OCI mitigation plan as part of its proposal submission. If the Offeror does not believe any conflicts of interest exist, the Offeror shall clearly state this in its offer cover letter, in addition to providing its corporate policy for resolving OCIs. Organizational charts and/or corporate policy may be submitted in addition to the OCI Mitigation Plan.

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Section M - Evaluation Factors for Award

EVALUATION

SECTION M 1.0 GENERAL

This solicitation will be competed using full and open procedures in accordance with FAR 6.102(b).

The Government contemplates award of a cost-plus-fixed-fee task (CPFF) contract. Award will be made to the Offeror whose proposal is/are the most advantageous to the Government under the selection criteria set forth in this Section.

The single award contract resulting from award of this solicitation will be awarded for a 12 month Base and 12 month Option Year Period of Performance.

The Government intends to evaluate proposals and award based on initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from the cost or price and technical standpoints. However, the Government may contact any or all or a limited number of Offerors with questions concerning their responses as permitted under FAR Part 16.

The Government anticipates a single award resulting from this solicitation. However, the Government reserves the right not to award, depending on the quality of the proposals received and the availability of funds. Pursuant to FAR 52.215-1, the Government intends to award on the basis of initial proposal submission without conducting discussions with Offerors, but reserves the right to conduct discussions in accordance with FAR 15.306, if determined by the Contracting Officer to be necessary.

2.0 BASIS FOR AWARD

The Offeror's proposal shall comply in all material respects with the requirements of the law, regulation, and conditions set forth in this solicitation to be eligible for award.

Proposals will be evaluated on a best value basis pursuant to FAR 15.101-1. Award will be made to the responsible Offeror whose proposal represents the best overall value to the Government after evaluation based on the factors and subfactors described herein. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). A best value analysis will not be performed or developed for any proposal that is found to be technically unacceptable in any factor or subfactor. A proposal receiving an unacceptable rating in any factor or subfactor will render the Offeror ineligible for award.

The Government may limit the cost realism analysis to those Offerors' proposals that represent the most likely candidates for award based on information derived from the technical evaluation and relative cost comparison. If an Offeror's proposal has a lower technical rating than competing Offerors' proposals and a higher proposed cost, the Government may elect not to perform a cost realism analysis on said Offeror's proposed costs as the cost realism analysis will only result in upward adjustments to the proposed cost thereby further removing the Offeror's proposal from being the most likely candidate for award.

Award will only be made to an Offeror that has no OCI as defined in FAR 9.5 or to an offeror that the Government determines has provided a satisfactory mitigation plan in accordance with clause H-209-H004. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an OCI and for which an unsatisfactory mitigation plan has been proposed. If an Offeror fails to identify a potential OCI or to submit an OCI mitigation plan to address an actual or potential OCI, the Offeror's proposal shall not be considered for award.

3.0 EVALUATION FACTORS AND SUBFACTORS 3.1

APPLICATION OF FACTORS AND SUBFACTORS

3.1.1 General.

The Government will evaluate each Offeror's proposal in accordance with the factors and subfactors contained in Section L and listed below to determine the best value proposal. The evaluation factors and subfactors represent areas of importance to be considered in the source selection decision. The factors, subfactors, and associated elements have been chosen to support meaningful discrimination among competing proposals. A prospective Offeror will be evaluated on its ability to meet or exceed the program's requirements stated in the PWS, as demonstrated in its proposal. Each proposal will be evaluated in accordance with the factors and subfactors described in paragraph 3.2 and listed in the table below.

Risk assessments will be performed as to the risk of unsuccessful performance within each factor. Proposals found to be unacceptable in any non-cost factor will result in the entire proposal being deemed Unacceptable and ineligible for award.

Factors	
I - Technical Approach	A. Technical Capabilities and Experience
	B. Personnel Requirements
II - Manning Capability	None
III - Past Performance	None
IV - Small Business Participation Plan	None
V - Cost/Price	None

3.1.2 Relative Importance

The Government's non-cost/price evaluation will consist of Factor I – Technical Approach, Factor II – Manning Capability, Factor III – Past Performance, and Factor IV – Small Business Participation. Each non-cost/price factor is more important than Factor V – Cost/Price. Of the non-cost/price factors, Factor I – Technical Approach and Factor III – Past Performance are also more important than Factors II – Manning Capability and Factor IV – Small Business Participation. All non-cost/price factors, when combined, are significantly more important than Factor V – Cost/Price. However, the significance of Factor V as an evaluation factor will increase with the degree of equality in overall merit of competing proposals under non-cost factors.

3.1.3 Factor I – Technical Approach, Factor II – Manning Capability Adjectival Ratings.

The Government will perform an analysis of the Technical Approach and Manning Capability volumes and assign an adjectival rating to each as identified below. The Technical Capabilities and Experience and Manning Capability evaluation focuses on strengths, weaknesses, significant weaknesses, deficiencies, and risks of the Offeror's proposal, resulting in the assignment of an adjectival rating at the subfactor level and a subsequent over-all rating at the factor level.

Ratings	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet the requirements of the Solicitation and, thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

3.1.4 Past Performance Factor Adjectival Ratings.

There are three aspects to the Past Performance evaluation: Recency, Relevancy (including context of data), and Quality (including general trends in performance and source of information).

(a) Recency: Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. Per Section L, paragraph 4.3.1, Offerors shall provide Past Performance References from the three years prior to the proposal due date. Efforts that were not performed for at least six months during the past three Government fiscal years will not be considered in the Past Performance evaluation.

(b) **Relevance:** The evaluation of how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. In establishing what is relevant for the acquisition, consideration is given to those aspects of an Offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the Offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming. Relevancy ratings are based on the definitions below:

Ratings	Description
Very Relevant	Present/Past Performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/Past Performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/Past Performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/Past Performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

(c) **Quality:** The overall quality of the Offeror's past performance (see FAR 15.304(c)(2)). The past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts. The Government will determine the quality of each Offeror's performance, including general trends, based on information collected from customers, and assign each Offeror a Performance Confidence Assessment. The Past Performance Confidence Assessment rating is based on the overall quality of the Offeror's recent, relevant efforts; more relevant efforts will be given more weight in the assessment. Performance Confidence Assessment ratings are as follows:

Ratings	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort..
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort..
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of Past Performance.

3.1.5 Small Business Factor Adjectival Ratings.

The Government will perform an analysis of the Small Business volume and assign an adjectival rating to each as identified below.

Ratings	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet small business objectives.

3.1.6 Definitions.

Strength. A strength is an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during performance.

Weakness. A weakness is a flaw in the proposal that increases the risk of unsuccessful performance.

Significant Weakness. A significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful performance.

Deficiency. A deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful performance to an unacceptable level.

Risk. Risk is the potential for unsuccessful performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving a technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and/or the likelihood of unsuccessful performance.

Performance Confidence Assessment is an evaluation of the likelihood (or the Government's confidence) that the Offeror will successfully perform the solicitation's requirements; the evaluation is based upon Past Performance information.

Recency, as it pertains to Past Performance information, is a measure of the time that has elapsed since the Past Performance reference occurred. Recency is generally expressed as a time period during which Past Performance references are considered relevant.

Relevancy, as it pertains to Past Performance information, is a measure of the extent of similarity between the past performance examples and the solicitation requirements with respect to the PWS, complexity, dollar value, contract type, subcontract/teaming, and other attributes of the effort; and a measure of the likelihood that the Past Performance is an indicator of future performance.

3.2 DESCRIPTION OF EVALUATION FACTORS AND SUBFACTORS**Factor I: Technical Approach (Volume I)****Subfactor A - Technical Capabilities & Experience**

The Government will evaluate the degree to which the proposal demonstrates specific knowledge, capability, and experience at the corporate level (not individual employees) for both the prime and subcontractors in performing all aspects of the PWS.

Offerors with no experience in task areas may be deemed to have a higher technical risk than those demonstrating experience in conjunction with knowledge and capability.

Subfactor B - Personnel Requirements

The Government will evaluate the degree to which resumes demonstrate the Offeror's proposed personnel possess the knowledge and ability to successfully meet requirements of the SOW (inclusive of all Attachments and Appendices); the relevant experience the proposed personnel have in performing each of the SOW areas and the

level of the personnel's relevant education and training; and the overall quality of Key Personnel proposed. The Government will evaluate the degree to which the proposed labor mix supports the technical approach utilized in the Offeror's proposal. The Government will evaluate the degree to which the Staffing Plan demonstrates the ability to successfully meet requirements of the SOW.

The qualifications listed in each individual proposed Key Personnel resume, not the specific individual, are the materially relevant aspects of the proposed Key Personnel partially forming the basis of award under clause 5252.237-9106, SUBSTITUTION OF PERSONNEL (SEP 1990). Therefore, even if a proposed individual Key Personnel becomes unavailable to the Offeror between proposal submission and award, the Government will evaluate and make its award decision based on the qualifications listed on the proposed resume. When the Government awards a contract under those circumstances, the Government will require the awardee to use the qualifications listed on the relevant proposed Key Personnel resume as the basis for replacing that individual under clause 5252.237-9106(b) during contract performance.

Factor II: Manning Capability (Volume II)

Staffing Plan without Cost, Management Plan, Subcontractor Management Plan

The Government will evaluate the extent to which the Offeror's Management Plan provides an integrated team with a coordinated approach to work performance, demonstrates a clear understanding of contract reporting requirements, and assures quality long-term support. Each Offeror's proposal will be assessed to determine the feasibility of the proposed management approach for task achievement and the depth of understanding represented by that approach. The Government will evaluate the degree to which the proposal addresses the key elements of Approach, Organization, Transition, and Subcontractor Management. The Offeror shall describe how it will verify and certify that staff have the required level of skill, and experience, specified in within the PWS.

The Government will evaluate the Offeror's Transition Plan by analyzing its demonstrated understanding of the PWS and ability to begin work immediately after award.

3.2.3 Factor III: Past Performance (Volume III)

The Government will evaluate past performance by determining recency and relevancy of the Offeror's and subcontractors' recent past performance and by conducting a performance confidence assessment. The Government may contact each Offeror's customers to inquire about overall management efficiency, work quality, and record of forecasting and controlling direct and indirect costs. The Government will view experience on Naval vessels more favorably than similar commercial vessel experience.

The Government may use other information available from Government sources to evaluate an Offeror's or subcontractors' past performance. The Government may also consider past performance information obtained from sources other than those identified by the Offeror or subcontractors, including, but not limited to, Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases, the Government's Past Performance Information Retrieval System (PPIRS) data base, and/or personal knowledge. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Offeror or subcontractors.

3.2.4 Factor IV: Small Business Participation (Volume IV)

All Offerors (both other than small businesses and small businesses) will be evaluated on the extent of proposed participation/commitment to use of U.S. small businesses in the performance of this acquisition (as small business prime Offerors or small business subcontractors) relative to the objectives and requirements established herein. The Government will evaluate the following to determine if the offeror met or exceeded the requirements.

1. The extent to which firms as defined in FAR [Part 19](#), are specifically identified in proposals
2. The extent to which Offerors demonstrate substantive commitment to small business firms, such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment (i.e., binding commitments will become enforceable/contractual requirements)
3. Identification of the type and variety of the work small firms are to perform (i.e., binding commitments will become enforceable/contractual requirements)
4. The extent of participation of small business prime Offerors and small business subcontractors in terms of the value of the total acquisition (total contract value) (i.e., binding commitments will become enforceable/contractual requirements)
5. The extent to which the offeror provides detailed explanations/documentation supporting the proposed quantitative participation in this requirement and past plans

The Government will evaluate the proposal to determine which offeror proposes the best value in terms of Small Business Participation. The work to be performed directly by a small business prime offeror will also be evaluated as Small Business Participation. The Small Business Participation Commitment Document will become part of the resultant contract.

3.2.5 Factor V: Cost/Price Proposal (Volume V)

The Government will calculate a Total Evaluated Price (TEP), including all realistic costs, fees, travel, and ODCs for the base year and option year. Each Offeror's TEP will be the sum of the realistic costs for the base year and option year, plus proposed fees for those years. The Government will evaluate offers for award purposes by adding the total evaluated costs as calculated for the base period to the total evaluated costs for the Options. The Government will review the proposed costs and fees for Options (including any Surge Options) for balance and reasonableness in comparison with the proposed cost and fees for the base year. Evaluation of the Options will not obligate the Government to exercise the Option or Surge Option. The TEP will be used in making an award recommendation. Cost realism adjustments are for evaluation purposes only, and award will be made at the successful Offeror's proposed price, including fee.

Escalation: Offerors must propose escalation for all labor categories, whether exempt or non-exempt under the Service Contract Labor Standards statute, for each option year, and provide the methodology for the proposed escalation. Offerors that do not provide verifiable documentation to support the proposed escalation rates for both exempt and non-exempt personnel, for each option year may be considered unrealistically low. In such case, the proposals may be adjusted by the Government to reflect the IHS Global Insight's escalation rate. An escalation adjustment may be based on the IHS Global Insight's escalation rates for this requirement's NAICS code and geographic location. Offerors may propose to cap their escalation rates, but sufficient justification must be provided. To calculate the evaluated cost for each contract year (e.g., the probable cost to the Government of the Offeror's proposed approach for that year), the Government intends to use cost estimates supported by relevant cost realism substantiating data, including, but not limited to: 1) historical substantiating data (e.g., recently-paid payroll screenshots and prior-years' actual indirect rates); 2) FPRAs and/or Forward Rate Pricing Recommendations (FPRRs); and 3) contractual rate caps. If any of the Offeror's proposed costs are considered to be unrealistically low based on all available relevant substantiating data, the Government will use higher costs supported by relevant substantiating data in calculating its TEP. If an Offeror does not submit cost realism substantiating data for a cost element, the Government may accept the rates as proposed but upwardly adjust the TEP to reflect what the Government deems is a realistic cost, given the Offeror's proposed technical approach. In sum, the burden of proof for cost credibility and realism rests with the Offeror; therefore, Offerors are cautioned to ensure that proposed costs are easily traceable to the workforce proposed in the Staffing Plan and are supported by cost realism substantiating data.

NOTE: The Government will not consider an Offeror's FPRPs to be relevant cost realism substantiating data unless the Offeror provides the FPRP's underlying substantiating data in its proposal. Offerors are cautioned not to rely on these submissions, which lack meaningful Government review, as sufficient to demonstrate the realism of their proposed rates.

Additionally, Offerors should note that the fundamental purpose of a cost realism analysis is to guard the Government against unsupported claims of cost savings by determining whether the costs as proposed represent what the Government can realistically expect to pay for the proposed effort. Therefore, the Government will closely evaluate whether and to what degree each Offeror's proposed costs are unrealistically low. In a competitive environment, the Government will not evaluate whether proposed cost elements are unrealistically high. It is the Offeror's sole responsibility to demonstrate that their proposed costs are realistic and substantiated.

The Government may limit the breadth of the cost realism analyses to those Offerors' proposals that represent the most likely candidates for award based on information derived from the technical evaluation and relative cost comparison. If an Offeror has a lower technical rating than competing Offerors and a higher proposed cost, the Government may elect not to perform a cost realism analysis on said Offeror's proposed cost as the cost realism analysis will only result in upward adjustments to the proposed cost thereby further removing the Offeror's proposal from the most likely candidates for award.

NOTE: The Government reserves the right to consider reasonable and realistic substantiating data from any other sources. Such sources include, but are not limited to: historical performance data from NAVSEA contracts, information from DCAA, and information from DCMA. If Offerors are aware of any contradictory cost data, particularly recent audits or performance data that indicate higher costs than their proposed costs, Offerors should explain why the substantiating data they provide is a more realistic estimate of the costs they would incur during

performance than the contradictory data. Nevertheless, the Government is under no obligation to identify and use any cost realism data other than that provided by the Offeror, including any it already possesses. Offerors bear the entire responsibility of submitting cost realism substantiating data to support.

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