

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 60	
2. CONTRACT NO.		3. SOLICITATION NO. N68171-13-R-0022	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 07 May 2013	6. REQUISITION/PURCHASE NO. N6817113031C116		
7. ISSUED BY NAVSUP FLC SIGONELLA NAPLES OFFICE SHORE BOX 50 VIALE F. RUFFO DI CALABRIA CAPODICHINO NAPOLI 80144			CODE N68171	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
			See Item 7		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 PATRICK L. PASCUA	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 0039-081-568-4039	C. E-MAIL ADDRESS PatrickPascua@eu.navy.mil
---------------------------	------------------------------	--	--

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 5	X	I	CONTRACT CLAUSES	29 - 45
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	6 - 9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	10 - 12	X	J	LIST OF ATTACHMENTS	46
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	13	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	47 - 55
X	F	DELIVERIES OR PERFORMANCE	14				
X	G	CONTRACT ADMINISTRATION DATA	15 - 16	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	56 - 58
X	H	SPECIAL CONTRACT REQUIREMENTS	17 - 28	X	M	EVALUATION FACTORS FOR AWARD	59 - 60

OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR		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 ITEM (4 copies unless otherwise specified)	
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 A - Solicitation/Contract Form

ADDITIONAL INFORMATIONSCHEDULE NOTES

GENERAL:

(a) This acquisition is being conducted under FAR PART 15 Contracting by Negotiation. The Government anticipates awarding a series of Firm Fixed Price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Contracts (MACs) resulting from this solicitation.

(b) Only offerors with a valid and current Master Ship Repair and Alteration (MSRA) and/or Agreement for Boat Repair (ABR) Agreements under the Master Agreement for Repair and Alteration of Vessels (MARAV) program will be eligible for award of a contract resulting from this solicitation. The offerors are hereby reminded that the MARAV terms and conditions apply to any awards made as a result of this solicitation. Upon award of contracts resulting from this solicitation the word "contract" shall be substituted in place of all occurrences of "job order" in the following clauses: DFARS 252.217-7003 through DFARS 252.217-7016.

(c) Offerors without a valid MSRA or ABR agreement that possess the necessary qualifications to perform ship repair work may request to have their facilities and capabilities evaluated and certified in order to obtain a MSRA and/or ABR agreement. Instructions and requirements for submitting a request for a MARAV certification can be found by visiting <https://euro.neco.navy.mil/> and searching for solicitation #N49400-13-M-0001. Adequate time must exist to allow for the proper assessment of the contractor's MSRA application and execution of the MARAV agreement without impact to the required start of the performance date. Should adequate time not exist, the Offeror will not be eligible for the award of a contract under this solicitation. However, such offerors may participate on future rolling admissions, as described in the clause H.2 **ROLLING ADMISSION FOR FUTURE ADDITIONAL MACRAV IDIQ HOLDERS** of this solicitation, once they receive an MSRA and /or ABR agreement from the US Government.

(d) The MARAV program constitutes what is known as a pre-qualification requirement in the U.S. Government procurement regulations. The result of qualification and award of a MARAV is an agreement not a contract. Accordingly, Job Orders that are competed under the MARAV program are subject to the full contract requirements of the U.S. procurement regulations. These contract requirements have negatively affected the operational tempo of the U.S. Navy within the Fifth Fleet area of operations. Accordingly, a more streamlined approach is required. The U.S. Government procurement regulations allow for such an approach, via the Multiple Award Contract (MAC) concept. This approach is authorized when an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract format is utilized. The Federal Acquisition Regulations (FAR) 16.504 defines an IDIQ contract as follows:

An indefinite-quantity contract provides for an indefinite quantity, within stated limits, of supplies or services during a fixed period. The Government places orders for individual requirements.

When an IDIQ contract is contemplated, the U.S. Government's stated preference is to make multiple contract awards, which then allows for competition of delivery orders amongst the multiple award contract holders. The significant benefit that accrues to the U.S. Government in pursuing a Multiple Award Contract for the Repair and Alteration of Vessels (MACRAV) vice a Master Agreement for the Repair and Alteration of Vessels (MARAV) Job Order is that the competition for orders can be streamlined to a reasonable response period for actions over \$150,000.00 (i.e. some period less than thirty days) and that streamlined documentation requirements are in effect for limiting competition in urgent circumstances.

Accordingly, the U.S. Government is soliciting offers for the placement of a series of MACRAVs to obtain these specific benefits. As this is a new approach to the procurement of ship repair services within the Fifth Fleet Area of

Responsibility (AOR), the following information is offered to help facilitate offeror awareness towards this revised approach.

The significant processes and associated similarities/differences between the AWARD of a MARAV and a MACRAV are as follows:

Item of Difference	MARAV/Job Order	MACRAV
Technical Qualifications	Must meet qualifications outlined in the MARAV instructions/policies (NAVSUPFLCSI/NSSAINST 4280.2B). Qualifications are identified as either a Master Ship Repair Agreement (MSRA) or an Agreement for Boat Repair (ABR) with technical sub-specialties as identified in the policies.	Must possess a current MARAV agreement.
Period of Performance	Indefinite, with re-certification required every three years	Fixed- award can be for a maximum of five years
Funding (Basic Agreement/Contract)	No funding is provided with the agreement	A guaranteed minimum is obligated at the time of contract award. In the event that work ordered under the contract does not equal the guaranteed minimum contract value; the contractor is entitled to invoice the Government for the guaranteed minimum amount at the end of the base year performance period.
Work Definition (Basic Agreement/Contract)	General description of types of repairs is provided with the MARAV.	General description of types of repairs is provided with the MACRAV.
Offeror Obligation	MARAV holder is not obligated to compete for or accept any work requested by the U.S. Government.	MACRAV holder is obligated to perform against any orders awarded to them within a stated ordering minimum and maximum. Failure to perform ordered work would be a breach of contract, and grounds for contract termination.
Agreement/Contract Value	No specified monetary value is tied to the agreement.	The MACRAV has a stated guaranteed minimum and a stated maximum that can only be exceeded in limited circumstances.
Contract Formation	No contract is formed by signing the MARAV. MARAV competition is continuously open.	Contract is formed by signing the MACRAV. MACRAV must be competed for a minimum of 30 days.
Offeror's Price Proposal (Basic Agreement/Contract)	None required.	Prices proposed will be a maximum fully burdened labor rate for the labor categories

		identified in the pricing schedule.
Source Selection Process	All firms meeting the qualification requirements.	Outlined in section M of this solicitation.

The significant processes and associated similarities/differences between the ORDERING PROCESSES of a MARAV and a MAC are as follows:

Item of Difference	MARAV	MACRAV
Ordering Process	Job Orders are competed among qualified MARAV holders	Delivery Orders are competed among MACRAV holders.
Work Definition (MARAV Job Orders/MACRAV Delivery Orders)	Specific work packages defining actual required work items, place of performance and period of performance are provided for offerors to propose against.	Specific work packages defining actual required work items, place of performance and period of performance are provided for offerors to propose against.
Funding (MARAV Job Orders/MACRAV Delivery Orders)	Job order award fully funded at time of award.	Delivery order award fully funded at time of award.
Offeror's Price Proposal (MARAV Job Orders/MACRAV Delivery Orders)	Firm fixed priced proposed against the specific work items contained in the work package.	Firm fixed priced proposed against the specific work items contained in the work package.

(e) Also to facilitate awareness for the MACRAV approach, the government intends to conduct a pre-proposal conference in both Bahrain and Dubai. All offerors who intend to participate shall contact Mr. Willie Burke at Willie.Burke@me.navy.mil. In the event an offeror attends the pre-proposal conference, the U.S. Government will not reimburse the offeror for any cost involved with attendance. **The pre-proposal conference will be held at the following dates and location:**

June 4, 2013 – Bahrain

June 5, 2013 - Dubai

(f) Offeror's questions must be submitted to the Contracting Officer and Contract Specialist in writing (email: Cory.Price@eu.navy.mil, Marco.Piccirillo.IT@eu.navy.mil, and patrick.pascua@eu.navy.mil). All requests for clarification on the subject solicitation must be submitted no later than 1400 hours (CET) on May 27, 2013. Questions or clarifications submitted after this date may not be answered.

(g) PRICING:

(i) All prices as a result of this contract shall be firm-fixed prices and shall be expressed in U.S. Dollars.

(ii) Proposals shall be submitted on the pricing schedule, attachment 3 (Contract Rate Schedule Template). Offerors shall complete yellow highlighted cells for all identified labor categories, and shall not modify any other spreadsheet cell. Proposals shall include SHIP REPAIR LABOR RATES (FULLY BURDENED) for the listed labor categories. The fully loaded labor rates may be utilized for establishing maximum allowable rates for subsequent non-competitive delivery orders, delivery order modifications, or other work issued on a non-competitive basis. The number of man hours included in the Contract Rate Schedule for each listed labor category is the Government's estimated Direct Productive Labor Hours (DPLH). DPLH is defined as skilled labor at the journeyman level expended to accomplish the Statement of Work. DPLH does not include those functions (whether charged directly or indirectly by the Offeror's accounting system) which are herein defined as support for DPLH functions. Necessary labor support functions shall be considered to be included in the Offeror's fully loaded rate for DPLH. Examples of support functions include:

Testing

Quality Assurance

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

Other Direct Costs (Equipment/Material/Transportation) will not be included in the DPLH rate.

(iii) The cost of materials, transportation, and incidental ODCs on the pricing schedule is only a government estimated amount. The actual material, equipment, and transportation cost shall be proposed at the order level as part of the firm fixed price for the order. For pricing modifications to delivery orders or other non-competitive work, material costs will be negotiated based on supporting documents such as invoices, catalogs, etc. pursuant to specific authorization or the delivery order. Costs for consumable materials such as office supplies, paper, rags, vehicles or equipment, etc., shall be included in contractor's overhead cost and not separately priced.

(iv) The government will establish a collective maximum ceiling amount for the entire MACRAV to encompass 5-1/2 years (12-month base period, four 12-month option periods, and up to six-month extension IAW Far 52.217-8). The collective maximum MACRAV contract ceiling amount will be derived from the cumulative maximum amount specified per ordering period

(v) The MACRAV maximum ceiling amount will be the collective maximum amount which individual delivery orders will be subsequently written against. The collective amount of individual delivery orders awarded under the MACRAV may not exceed the collective maximum amount specified in the contract.

(vi) In establishing the MACRAV ceiling/maximum, the government may use offerors' proposed fully loaded DPLH prices to compute an average composite rate (sum of all awardees' evaluated prices divided by the sum of all awardees' proposed hours). The composite rate will be multiplied by the government estimated hours for all labor categories specified in Exhibit 3 (Contract Rate Schedule Template). The total calculated labor price (base period and all option periods) will be added to the total estimated ODC (material, transportation, and incidental ODC). Note: The government reserves the right to establish a higher or lower ceiling/maximum amount than the amount derived from the procedures outlined above.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED	Dollars, U.S.		
	BASE PERIOD - Ship Repair FFP Labor, materials, and transportation to perform ship repair services outlined in the Statement of Work. Minimum Guarantee: Awardees will receive a minimum guarantee of \$500.00 for the entire contract. FOB: Destination MILSTRIP: N6817113031C116 PURCHASE REQUEST NUMBER: N6817113031C116				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Dollars, U.S.		
OPTION	OPTION PERIOD 1 - Ship Repair FFP Labor, materials, and transportation to perform ship repair services outlined in the Statement of Work. FOB: Destination MILSTRIP: N6817113031C116 PURCHASE REQUEST NUMBER: N6817113031C116				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Dollars, U.S.		
OPTION	OPTION PERIOD 2 - Ship Repair FFP Labor, materials, and transportation to perform ship repair services outlined in the Statement of Work. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Dollars, U.S.		
OPTION	OPTION PERIOD 3 - Ship Repair FFP Labor, materials, and transportation to perform ship repair services outlined in the Statement of Work. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Dollars, U.S.		
OPTION	OPTION PERIOD 4 - Ship Repair FFP Labor, materials, and transportation to perform ship repair services outlined in the Statement of Work. FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED	Dollars, U.S.		
OPTION	OPTION PERIOD 5 - Ship Repair FFP Labor, materials, and transportation to perform ship repair services outlined in the Statement of Work pursuant to FAR Clause 52.217-8. FOB: Destination				
				MAX NET AMT	

NOTE

(i) The guaranteed minimum order for each awarded MACRAV contract is \$500.00 and will be obligated on the first delivery order issued to successful contractors. There is no guaranteed minimum for the option periods, if exercised.

(ii) The total orders placed under this contract shall not exceed \$TBD during a 5-1/2 year period (12-month base period, four 12-month option periods, and one six-month option period). The MACRAV ceiling/maximum amount

is the total collective value of task orders that may be awarded against all MACRAV (MSRA and/or ABR) contracts.

Section C - Descriptions and Specifications

MARAV STATEMENT OF WORKSTATEMENT OF WORK

1. GENERAL

- 1.1. Contractor is required to provide all labor, materials, supervisor, and a marine repair facility for ship repair services on MSC vessels assigned to Commander, 5th Fleet operating within the Central Command (CENTCOM) geographic Area of Responsibility (AOR). The CENTCOM geographic boundaries encompass the Suez Canal, Red Sea, North Arabian Sea, and the Arabian Gulf area. Ship repair services include but are not limited to: pipefitting, welding, machinists, electrical work, boiler making and repairing, and diesel mechanics, etc. MSC vessels may be berthed at a Government provided pier, commercial ports or at a Contractor's Industrial facility. Contractor is required to have access to a marine repair facility for necessary shop repairs and testing. All work will be done in accordance with applicable United States Coast Guard (USCG) and American Bureau of Shipping (ABS) Regulations, maintained by Military Sealift Command (MSC). Specific work packages defining actual required work items, place of performance, and period of performance will be provided for proposals of delivery orders.
- 1.2. In order to ensure the Navy receives a satisfactory repair effort and to promote a competitive private sector industrial base to repair naval vessels, a contractor shall possess a valid agreement under the Master Agreement for Repair and Alteration of Vessels (MARAV) program. The MARAV program provides a network of ship repair facilities, which may be relied upon for conducting both emergent voyage repair and planned continuous maintenance. Under the MARAV program there are two types of agreements, which specify the types of work that the agreement holder is prequalified to perform. The two agreement types are as follows:

1.2.1 Master Agreement for Repair and Alteration of Vessels (Master Ship Repair Agreement - MSRA).

An MSRA holder must have the management, organization, and production and facilities capabilities to execute a complex repair and alteration package that may be executed during duration of one to six months. MSRA contractors must be capable of performing more than half of the work package (minimum capabilities will include structural, electrical, machinery, and piping), utilizing their own on-site shops and workforce. Firms must also be capable of subcontracting for those elements beyond their technical or physical capability or capacity. MSRA contractors must also be capable of assuming full responsibility for integrating scheduling, cost and quality of subcontractor performance. The firm must possess or have committed access to a pier and dry-dock located within the firm's immediate geographic region that must be accessible to, and capable of, berthing and dry-docking an FFG-7 class vessels.

Contractors who possess an MSRA will be included in ordering Group "A."

1.2.2 Master Agreement for Repair and Alteration of Vessels (Agreement for Boat Repair - ABR)

The ABR was established for those contractors who can perform boat/craft repair and overhaul work and also perform limited work on naval ships of MSO class size or larger. The scope of work may encompass Voyage Repairs (VR), Post Shakedown Availabilities (PSA), boat/craft overhauls, pier-side repairs as well as selective shipboard component repairs. An ABR holder must have the management, production organization and facilities to accomplish repair of steel, aluminum, fiberglass or wood hulled vessels; and must meet the general criteria of one of the following applicable Standard Industrial Classification (SIC) Manual codes namely:

- 3731 - Ship building and Repairing, and/or
- 3732 - Boat Building and Repairing"

Furthermore, an ABR holder must also meet the standards, outlined in NAVSUPFLCSIINST 4280.2b and NSSAINST 4280.2, for at least one of the following trades: (a) Pipefitting, (b) Structural, (c) Carpentry, (d) Machinery, (e) Insulation and Lagging, (f) Painting/Cleaning/Sandblasting, (f) Rigging, (g) Electrical/Electronic, (f) Non-Destructive Testing (NDT), and (g) Deck tiling, and (h) Small Boat Repair.

Contractors who only possess an ABR will be included in ordering Group "B."

2. LOCATION

- 2.1. Contractor is required to perform the work as ordered onboard the MSC vessels. The work will generally be performed at Government provided piers, a commercial port or a facility within the CENTCOM geographic operating area. Access to the ship shall be coordinated in advance with the Port Engineer in charge of the maintenance availability. The specific location for work to be performed will be identified on a delivery order basis.

3. PIER ENTRY, SECURITY AND PERMITS

- 3.1. Contractor must arrange for access to the vessel for all work.
- 3.2. Permits for hot work, heavy equipment, or permits for any other purpose must be obtained by the Contractor.
- 3.3. Base/Port Security/Ship board access for all contract personnel and their vehicles is the responsibility of the contractor. The Port Engineer assigned will assist with providing documents required for access.

4. HAZARDOUS MATERIALS

- 4.1. ALL NEW MATERIAL SHALL BE ASBESTOS-FREE. If material which contains asbestos is inadvertently specified on a Contract Guidance Drawing or other document, it shall be the Contractor's responsibility, with the COR's approval, to substitute an otherwise equivalent non-asbestos product.
- 4.2. SAFETY CONTROLS ON ASBESTOS MATERIAL. Certain items of the specification may require the contractor to remove insulation, lagging bulkhead materials, etc., which may contain asbestos. Asbestos materials should be handled and disposed of, in accordance with H-3 and all applicable Federal, U. S. Navy, State and local regulations.

5. DELIVERY ORDER CANCELLATION

- 5.1. Delivery orders maybe canceled in accordance with clauses FAR 52.249-2, 52.249-4, or 252.217-7009 referenced in SECTION I.

6. REPORTS

- 6.1. A report (required in MS Office format unless otherwise specified) of work accomplished, materials used and man-hours expended is to be submitted with each invoice. "As found" and "as released" readings are to be included where applicable. A copy of the report is to be sent to the COR. All reports and invoices will be provided to the Government electronically.

7. REPAIR FACILITY

- 7.1. The offeror shall have access to a marine repair facility within the CENTCOM geographic AOR to perform general piping repairs, diesel engine repairs, boiler repairs, electrical repairs, mechanical repairs, insulation/lagging, and vessel maintenance painting. All work shall be performed in accordance with applicable USCG and ABS Regulations and to the satisfaction of the Government Port Engineer/COR.

8. REQUIRED STANDARD OF WORKMANSHIP

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

9. FORCE PROTECTION PLAN

- 9.1 The offeror may be required to provide and implement a force protection plan for the protection of personnel and Military Sealift Command Vessels while conducting ships repair at the contractor's facility or commercial ports. Force Protection requirements will be specified on individual delivery order solicitations.

10. GOVERNMENT FURNISHED PROPERTY/GOVERNMENT FURNISHED MATERIALS

10.1 All Government furnished information, material, and equipment will be specified in the individual delivery orders. All government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency, public or private, without the express written approval of the Contracting Officer, except as required for the specific performance under this contract.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT

(a) The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

<u>CLIN</u>	<u>PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS</u>
0001	One year beginning with the effective date of contract award.

The period of performance for each order shall be stated within such order. Additional time of not more than 120 days beyond the ordering period may be allowed for completion of outstanding orders.

(b) The period of performance for the option CLIN(S) is as follows:

<u>CLIN(S)</u>	<u>PERIOD(S) OF PERFORMANCE*</u>
0002 (OPT 1)	One year beginning with the effective date of the option exercise.
0003 (OPT 2)	One year beginning with the effective date of the option exercise.
0004 (OPT 3)	One year beginning with the effective date of the option exercise.
0005 (OPT 4)	One year beginning with the effective date of the option exercise.

The above period(s) of performance for the option quantities of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with FAR 52.217-9 "Option to Extend the Term of the Contract".

(c) In the event the Government exercises the option in accordance with FAR clause 52.217-8 "Option to Extend Services" the ordering period for CLIN 0006 will be extended by no more than six months beginning with the date of the option exercise.

PLACES OF PERFORMANCE

Services will normally be accomplished aboard MSC vessels. Each delivery order shall specify exact location of the vessel.

PLACES OF DELIVERY:

Delivery Order solicitation will specify place of delivery as either FOB Destination or FOB Origin

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

Section G - Contract Administration Data

CONTRACT ADMINISTRATION**G-1 ORDERING INSTRUCTIONS**

Individual delivery orders placed under the contract shall originate from Naval Supply Fleet Logistics Center Sigonella contracting office. Delivery orders will be issued in accordance with FAR 16.505(b) and the H-1 DELIVERY ORDER PROCESS clause of this solicitation.

G-2 DESIGNATED INVOICE OFFICE

The Contractor shall submit its invoice, as described in Section G-3 below, and Material Inspection and Completion Report to the Receiving Officer, for certification as to inspection and acceptance. After certification, such an invoice will be forwarded to the applicable paying office specified in the individual delivery/task orders.

G-3 INVOICE INFORMATION

Pursuant to the requirement of FAR 52.232-25 Prompt Payment (OCT 2008) cited herein, a proper invoice must include the following information:

- (a) Name and address of the Contractor;
- (b) Invoice date;
- (c) Invoice number;
- (d) Contract number or other authorization for supplies delivered or services performed (including order number, contract line item number (CLIN) and, if applicable, the contract subline item number (SLIN));
- (e) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
- (f) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms) and the accounting classification reference number (ACRN) as identified on the financial accounting data sheets. The bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;
- (g) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- (h) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice;
- (i) Name and contact information of Receiving Officer under the order; and,
- (j) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

Please refer to the payments clause at DFARS 252.217-7007 for more information. If any inconsistencies found between the DFARS Clause and the information provided above, DFARS 252.217-7007 will prevail.

G-4 PAYMENT

- (a) The Contractor shall prepare invoices in accordance with the instructions as set forth in Section G. 3 entitled "INVOICE INFORMATION". Invoices shall be marked with the contract and delivery order numbers and submitted to address, which will be determined at time of contract award.
- (b) Payment will be made by payment office, which will be determined at time of contract award.
- (c) Payment will be made after performance and acceptance of services. The Government will only pay for those services or portions thereof, which have been accepted in accordance with Section E "INSPECTION AND ACCEPTANCE", herein.

(d) The contractor shall submit its invoices to the following address: TBD - Individual deliver orders shall specify address for invoice submission.

G-5 GROWTH WORK

(a) The Contractor shall not perform growth work without the Contracting Officer's authorization. Growth work is work within the scope of the contract, which has not been previously priced as a pre-priced CLIN. The Contracting Officer reserves the right to contract for growth work on the basis of a negotiated, firm-fixed price, when it is in the best interest of the Government.

(b) Growth Work is defined as any additional work that is identified after contract award or finalization that is related to a work item included in the contract award or finalization. Growth does not include pre-priced options or reservations that were specifically identified in the solicitation or defined package.

(c) The Contractor shall furnish a price breakdown directly to the Contracting Officer, itemized as required by the Contracting Officer, of any proposal submitted for a contract modification. Any amount claimed for subcontracts shall be supported by a separate, similar price breakdown. If the proposal includes a request for a time extension, justification shall be furnished with the proposal.

G-6 CONTRACT DEFICIENCY REPORT

The Contracting Officer or the Contracting Officer Representative (COR) or his designated surveyor for the project may issue a Contract Deficiency Report (CDR). The Contractor shall respond in writing within 72 hours of receipt, unless otherwise approved by the Contracting Officer or the Contracting Officer Representative (COR). The COR will comment on the Contractor's response and will forward the Deficiency Report and comments to the Contracting Officer, with a copy to the Contractor and COR.

G-7 POINTS OF CONTACT

The Government points of contact for this contract are as follows:

CONTRACTING OFFICER:

CORY PRICE
NAVSUP Fleet Logistics Center Sigonella DET Naples
PSC 817 Box 50
FPO AE 09622-0050
Tel: +39-081-568-3848

CONTRACT SPECIALIST:

PATRICK PASCUA
NAVSUP Fleet Logistics Center Sigonella DET Naples
PSC 817 Box 50
FPO AE 09622-0050
Tel: +39-081-568-4039

Section H - Special Contract Requirements

SPECIAL INSTRUCTION

H-1 DELIVERY ORDER PROCESS

A. GENERAL. The Multiple Award Contract for Repair and Alteration of Vessels (MACRAV) Indefinite Delivery Indefinite Quantity (IDIQ) is composed of two separate groups of ship repair agreement holders namely:

Master Ship Repair Agreement (MSRA) - generally possess the internal structure and capability to accomplish more than half of the requirements identified in a work package within its own facilities and with its own workforce. Additionally, it has the appropriate basic mix of capabilities to perform structural, electrical, machinery, and piping work. The MSRA agreement will indicate the type of work/repairs for which the holder is qualified to perform.

Agreement for Boat Repair (ABR) - typically possess one or more tradeskills/technical expertise to perform boat/craft repair and overhaul work. The ABR agreement will indicate the type of work/repairs for which the holder is qualified to perform.

During the delivery order process, the type of ship repair work will be described under a work package(s). The work package(s) may contain work items classified as Category "A" and/or Category "B" items. In accordance with COMSCINST 4330.21D, these work items are described as follows:

- (i) Category "A" items are those items of work which the Engineering Officer determines must be accomplished and for which definitive work items will be written.
- (ii) Category "B" items are those which the Engineering Officer determines will likely be required, but for which the location and full extent of work cannot be determined until the ship is undergoing repair.

Work package(s) shall state the work package number and identify the general nature of the work to be performed, the name of the ship, and the total number of pages contained in the work package. There shall be a complete index of work items, distinguishing Category "A" and Category "B" items, if applicable.

One or more orders may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this contract. It is also understood and agreed that the Government has no obligation to issue any orders except the minimum order. In the event of any inconsistency between any delivery order and the contract, the contract shall control.

B. ORDERING. All Warranted Contracting Officers of Naval Supply Fleet Logistics Center Sigonella (NAVSUP FLC SI) are authorized ordering officers. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(1) Fair opportunity.

- (i) The contracting officer shall provide MACRAV awardees a fair opportunity to be considered for each order exceeding \$3,000, except as provided for in section C (Exemptions to fair opportunity process) below.

(a) The contracting officer may exercise broad discretion in developing evaluation criteria and may consider the following factors in the placement of delivery orders:

- Technical Approach
- Past Performance
- Quality of Deliverables
- Price

- Response time
- Other factors relevant to the placement of delivery orders

(b) The justification for an exemption to fair opportunity for orders exceeding \$3,000, but not exceeding the simplified acquisition threshold, shall be in writing. The contracting officer shall document the basis for using an exception to the fair opportunity process. If the contracting officer uses the logical follow-on exception, the rationale shall describe why the relationship between the initial order and the follow-on is logical (e.g., in terms of scope, period of performance, or value).

(ii) Orders exceeding the simplified acquisition threshold.

(a) Each order exceeding the simplified acquisition threshold shall be placed on a competitive basis, unless supported by a written determination that one of the circumstances described at section C (Exemption to the fair opportunity process) applies to the order and the requirement is waived on the basis of a justification that is prepared in accordance with FAR 16.505(b)(2)(ii)(B). Publicizing justifications for exemption to fair opportunity shall be posted in accordance with FAR 16.505(b)(2)(ii)(D).

C. EXCEPTIONS TO FAIR OPPORTUNITY PROCESS. The contracting officer shall give every awardee a fair opportunity to be considered for a delivery-order exceeding \$3,000 unless one of the following statutory exceptions applies:

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

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

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

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

E. RESPONSES. The government anticipates a normal response time between 5 to 14 days, based on the estimated dollar value and complexity of the proposed order, after issuance of fair opportunity notice of intent to make purchase (fair opportunity notice). However, the government reserves the right to request a 1-day response time-period based on the urgency of the requirement.

(i) The due date and format for submission of responses shall be set forth in each fair opportunity notice.

(ii) MACRAV contractors identified in the fair opportunity notice are required to submit offers. A Contractor who does not intend to submit an offer is still required to submit a negative response.

F. EVALUATION. The Government will evaluate responses against selection criteria set forth in the delivery order solicitation. If past performance is included, the evaluation will be based on each MACRAV IDIQ holder's past performance data on work performed under this IDIQ contract, as well as other information available to the Government. As work proceeds under this contract, it is probable that current past performance information on recent delivery orders will be more important in evaluation of future delivery orders. In addition, individual delivery order selection criteria may include other factor(s) relevant to the particular order. The weight of factors will be identified in the delivery order solicitation. If necessary, during the evaluation of offerors' responses the Government may contact any or all or a limited number of awardees with questions concerning their responses. Upon completion of evaluations, the contracting officer will issue a delivery order to the MACRAV offeror whose offer is the most advantageous to the Government under the selection criteria set forth in the fair opportunity notice.

G. DELIVERY ORDERS. All delivery orders will be firm fixed price (FFP). Orders and revisions thereto shall be made in writing and be signed by the Contracting Officer. Orders placed under MACRAV contracts must contain the following information:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) For supplies and services, contract item number and description, quantity, and unit price.
- (iv) Delivery or performance schedule.
- (v) Place of delivery or performance.
- (vi) Any packaging, packing, and shipping instructions.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office.

H. DELIVERY ORDER ISSUANCE. Delivery orders will be issued electronically using DD form 1155. The cumulative value of all delivery orders issued within a specific performance period may exceed the estimated amount specified in the Contract Line Item Number (CLIN). However, the cumulative value of all delivery orders issued for the entire period of performance, including options, shall not exceed the overall MACRAV contract cumulative maximum as specified in Section B.

I. UNAUTHORIZED WORK. The Contractor is not authorized to commence task performance prior to issuance of a signed delivery order that has been funded.

J. DELIVERY ORDER FUNDING RESTRICTIONS. Delivery orders shall either be funded at the time of award or awarded under the authority provided within Section I Clause 52.232-18, entitled, "Availability of Funds."

K. ORDERING PERIOD. Orders for services specified in Section B of the Schedule may be issued by a warranted contracting officer from NAVSUP Fleet Logistics Center Sigonella from contract award through the end of ordering period, specified in Section F.

L. OMBUSDSMAN.

The delivery order Ombudsman is available to the contractor to assist in the resolution of complaints arising under the issuance of any delivery order under this contract. The ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Utilization of the Ombudsman process is optional.

If a Contractor elects to utilize the delivery order Ombudsman process, the Contractor is instructed to first contact the local activity contract specialist and contracting officer for issue resolution. If the issue is not able to be resolved, the issue shall then be elevated to the Ombudsman.

The Contractor authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed within Government channels to the extent deemed necessary by the Ombudsman to facilitate understanding of the issue or issues. The Contractor also authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed to prevent or investigate fraud, waste, abuse, criminal activity or imminent physical harm.

In accordance with FAR 16.505(a)(9)(i)(B) protests of Delivery Order (DO) valued in excess of \$10 million may only be filed in accordance with the procedures at FAR 33.104. Any contact with the Ombudsman does not extend any of the timeliness for filing a protest with the GAO.

H. 2 ROLLING ADMISSION FOR FUTURE ADDITIONAL MACRAV IDIQ HOLDERS

The Government reserves the right to determine whether it would be appropriate to announce a new competition for the purpose of adding additional MACRAV IDIQ holders. Periodically, the government will assess the quality of performance by each MACRAV IDIQ holder, the number, value and complexity of work assigned to each holder and amount of competition achieved. In addition, the government will assess the internal transaction cost for issuing each delivery order, whether revisions are needed to the scope of the Performance Work Statement, and if additional ordering offices need to be established. Based on these criteria and if it is in the best interest of the Government, the Procuring Contracting Officer may announce a new competition to add additional MACRAV IDIQ holders to this contract.

ADDITIONAL CLAUSES

SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time. To calculate your time in relation to US Central Time Zone, vendors may visit the following url: <http://www.timeanddate.com/worldclockconverter.html>. Disclaimer: this site is not owned or maintained by the U.S. Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices
(End of Provision)

NAVSEA 5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

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.

NAVSEA 5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

(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) Compensation – This contract includes an amount of work performed by the Contractor for duties of the Contractor regarding hazardous waste specified under this requirement and Item No. 023 of the contract

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

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

(b) IDENTIFICATION OF HAZARDOUS WASTES

Specification item 023 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 Contracting Officer for completion after the hazardous waste has been identified.

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

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

(a) **POLICY.** In compliance with Executive Order Number 117552 (38 F.R. 34793), the policy of the Department of the Navy is to conform to the provisions of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq), and the Oil Pollution Act of 1990, as amended (33 U.S.C. 2701 et seq), insofar as these Acts prohibit the discharge of oil, oily mixtures, and hazardous substances, and regardless of whether or not these Acts pertain specifically to the Naval vessel and shore activities. The provisions of this clause are intended to implement that policy with respect to the vessel(s) being constructed or undergoing repair and overhaul under this contract.

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

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

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

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

MSC 5252.223-9801 ASBESTOS REMOVAL REQUIREMENTS (DEC 1988)

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

The contractor shall comply with the precautions required in 29 CFR 1910.1001, 29 CFR 1926.58 and 40 CFR Part 61 and all other applicable Federal, State, and Local restrictions. The contractor shall forward a copy of all required notices, licenses and permits to the Contracting Officer immediately upon issuance or receipt.

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

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

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

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

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

(2) In performing the clearance sampling, the pump shall be placed within the compartment where the removal or disturbance occurred. When this operation is conducted in a multilevel space, at least one pump shall be placed on each level.

(3) Air sampling shall be performed by a person competent in sampling procedures and overseen by an industrial hygienist certified for comprehensive practice (CIH) by the American Board of Industrial Hygiene.

(4) Laboratory analysis of samples shall be performed by a participant in the American Industrial Hygiene Association (AIHA) Proficiency in Analytical Testing (PAT) Program rated proficient for asbestos and air.

(g) Personal sampling shall be conducted using breathing zone air samples, which are representative of the 8-hour time-weighted average (TWA) exposure of each individual. Samples shall be collected and analyzed using the OSHA Reference Method contained in either 29 CFR 1910.1001 (as amended) or 29 CFR 1926.58 (as amended).

(h) The contractor agrees to indemnify MSFSC for any fines assessed by Federal, State or Local Agencies, for the contractor's failure to properly follow applicable Regulations.

(i) The contractor shall insert this clause in all subcontracts entered into under this contract.

MSC 5252.233-9800 WAIVER OF CLAIMS (DEC 1988)

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

MSC 5252.243-9800 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT/CLAIMS (JAN 1991)

(a) For the purpose of this clause, the term "contractor adjustment request" (CAR) includes (1) a request for an "equitable adjustment" of the contract price, schedule or other contract terms and conditions that is asserted on the basis of a written order of the Contracting Officer designated as a change order in accordance with FAR 43.2, the Additional Requirements Clause, or on the basis of a constructive change and (2) any "claim" as defined at FAR 33.201.

(b) Whenever the Contractor submits a CAR to the Contracting Officer, the CAR shall include a "Contractor's Proposal" fully supporting the CAR. The Contractor's Proposal shall, to the extent required by the Contracting Officer, include the following:

(1) A description of work required by the contract, including citations to the contract, before the factual events which led to the CAR;

(2) A detailed report on the status of the work as originally required by the contract;

(3) A description of new work required by the change order or other events which led to the CAR;

(4) A list of components, equipment, and other identifiable property involved in the CAR. The status of manufacture, procurement, or installation of Contractor Furnished Property is to be indicated. The status of specified design and production work. Items of raw material, purchased parts, components, and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(5) A description of work completed which is deleted, or will be deleted, by the events which led to the CAR;

- (6) A description of interferences and inefficiencies involved in performing the work;
- (7) A description of each element of work disruption and exactly how work has been, or will be, disrupted, including:
- (i) The calendar period of time during which disruption occurred, or will occur;
 - (ii) Area(s) aboard the ship where disruption occurred, or will occur;
 - (iii) Trade(s) disrupted, with a breakdown of manhours for each trade;
 - (iv) Scheduling of trades before, during, and at the period of disruption;
 - (v) Description of measures taken to lessen the disruptive effect.
- (8) Delay in delivery attributable solely to the events which led to the CAR;
- (9) Other new work attributable to the events which led to the CAR;
- (10) Supplementing the foregoing, a narrative statement of the direct causal relationship between any alleged Government act or omission, and the claimed consequences thereof, cross-referenced to the detailed information provided as required above;
- (11) A Contract Pricing Proposal (SF 1411) of costs for the CAR, including material, labor, indirect costs and other associated costs;
- (12) A statement of costs budgeted for the work as originally specified under the contract (prior to the events leading to the CAR).
- (c) The information furnished for each CAR shall be in sufficient detail to permit the Contracting Officer to make a determination and take the appropriate contract action. The Contractor shall have the obligation to timely deliver to the Contracting Officer any requested additional information concerning the CAR.
- (d) Each CAR shall include all certifications required by statute and regulation appropriate for a claim of its dollar amount.

MSC 5252.243-9801 SEGREGATION OF COST (JAN 1991)

In the performance of this contract, the Contractor shall track and segregate the costs of performance allocable to the contract at the work item level and work item modification level. The requirements of this clause are in addition to the requirements of the clause "Change Order Accounting".

CLAUSES INCORPORATED BY FULL TEXT

SUP 5252.204-9000 Contractor Access to Federally Controlled Facilities, Unclassified Sensitive Information, Unclassified IT systems or Protected Health Information (Sep 2012)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-

12)'' dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected health information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a either a DoD Common Access Card, a DoN alternate token, and/or alternate authorized means of identification in accordance with local access requirements. Additionally, depending on the level of computer/network access, the contract employee will also require a favorable background check or investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a Common Access Card and/or alternate authorized means of identification in accordance with local access requirements. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require an SSBI which is a higher level investigation than the NACLIC described below.

Access to IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation in accordance with local policies, status of forces agreements, and/or overarching directives. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a CAC card or Alternate Token and grant interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. In cases where Foreign Nationals will require system

access local policies, status of forces agreements, and access waivers will be adhered to. When the results of investigations and/or background checks are returned unfavorably the contractor employee working on the contract under interim access shall be removed immediately.

DENIAL OF ACCESS

The potential consequences of any requirement under this clause including denial of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility. This clause will also be included when physical and/or logical access to a federally-controlled information system, network, or repository of government information is given.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on all security matters. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified non-sensitive and sensitive duties, as well as those contractor employees who access Privacy Act and Protected health information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions will comply with local, regional, and overarching background investigation/check requirements. To obtain a favorable determination for assignment to a National Security Position and ensure continuing authorization for an employee to access Privacy Act information on a DoD unclassified computer/network, at a minimum each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks, an equivalent favorably adjudicated background investigation as determined by the office of personnel management, or an authorized favorable background investigation/check as stated in local status of forces agreements, access waivers, and/or local policies. Each contractor employee is required to complete either:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

Or

- An authorized background investigation/check as determined by local policies and procedures in accordance with overarching directives or Status of Forces Agreements

Failure to provide the required documentation for background investigation processing, or documentation showing a favorably adjudicated investigation in accordance with local policies, at least 30 days prior to the individual's start date shall result in a delay of the individual's start date. Background investigations shall be reinitiated as required

to ensure investigations remain current (not older than 10 years or in accordance with waivers and/or SOFAs) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance regarding local reinvestigations procedures.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF 86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or Visit Authorization Request letter. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

OR

- Must be a local national citizen and
- Must have a favorably adjudicated background investigation/check that is commensurate with local installation access policies and/or Status of Forces Agreements.

OR

- Must be a third country national citizen and
- Must have an favorably adjudicated background investigation/check that is commensurate with local installation access policies and/or Status of Forces Agreements and
- Must have legally entered and/or be legally residing in the host nation of where the contract duties will be performed

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

OR

- Documentation showing that an authorized background investigation/check as determined by local policies and procedures in accordance with overarching directives or Status of Forces Agreements has been favorably completed.

The contractor shall ensure each individual employee maintains a current favorably completed background investigation in accordance with local policies, overarching directives or Status of Forces Agreements.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required reinvestigation documentation at least 30 days prior to the lapse of an individual's background investigation may result in the inability for documentation to be processed in a timely manner which could result in ineligibility for a contractor employee to perform his duties.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: CORY PRICE
ADDRESS: NAVSUP FLC SI DET Naples
TELEPHONE: +39-081-568-3848

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-6	Change Order Accounting	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012

52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	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	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7006	Title	DEC 1991
252.217-7007	Payments	DEC 1991
252.217-7008	Bonds	DEC 1991
252.217-7009	Default	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7011	Access to Vessel	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.217-7013	Guarantees	DEC 1991
252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7008	Restriction on Acquisition of Speciality Metals	JUL 2009
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUN 2012
252.225-7012	Preference For Certain Domestic Commodities	DEC 2012
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012
252.246-7003	Notification of Potential Safety Issues	JAN 2007

252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$3,00,000.00;
- (2) Any order for a combination of items in excess of \$3,000,000.00; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 January 2019.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of clause)

52.248-1 VALUE ENGINEERING (OCT 2010)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee;	(3) 25	(3) 25	15	15

excludes other cost-type incentive Contracts)				
---	--	--	--	--

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of the contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(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):

FAR Clauses: <http://acquisition.gov/comp/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the effective date of contract award through the end of ordering period, specified in Section F.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL
COMMAND THEATER OF OPERATIONS (DEVIATION2012-O0005)(JAN 2012)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)(JAN 2012)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

- (1) Subject to extortion or corruption; or
- (2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)

(a) *Definition.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.
- (e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.
- (2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:
- (i) All required security and background checks are complete and acceptable.
 - (ii) All personnel are medically and physically fit and have received all required vaccinations.
 - (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
 - (iv) All personnel have received theater clearance, if required by the Combatant Commander.
 - (v) All personnel have received personal security training. The training must, at a minimum—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);
 - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).
- (f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—
- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated web-based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

- (i) In all circumstances, this includes any personnel performing private security functions.
- (ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

(6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The "Not Applicable" may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the USCENTCOM Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(n) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(p) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT TABLE OF CONTENT

DOCUMENT TYPE	DESCRIPTION	PAGES
ATTACHMENT 1	Past Performance Information Sheet	1
ATTACHMENT 2	Past Performance Questionnaire	2
ATTACHMENT 3	Contract Rate Schedule Template	1
ATTACHMENT 4	MAP of the Central Command (CENTCOM) Region	1

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611 [insert NAICS code].

(2) The small business size standard is 1,000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

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

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
-----	-----	-----	-----

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

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-- REPRESENTATION (MAY 2011)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

(c) Representation. By submission of its offer, the offeror represents that--

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have (), have not (), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- () (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- () (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

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

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.

- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

252.209-7997 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—DOD APPROPRIATIONS (DEVIATION 2013-O0006) (JAN 2013)

(a) In accordance with section 101 (a) (3) of the Continuing Appropriations Resolution, 2013, (Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SUBMISSION OF PROPOSALS
INSTRUCTION TO OFFERORS:

(1) GENERAL. In order to be eligible to compete and this contract, offeror shall: (1) possess ship repair facilities within the CENTCOM geographic area of responsibility; (2) submit a "complete" proposal that conforms to this Request for Proposal (RFP); and (3) complete all required contractor certification and representations. The U.S. Government will consider any significant failure to comply with these instructions to be indicative of what we could expect from the offeror during contract performance. Questions pertaining to this solicitation must be sent in writing to Patrick Pascua at e-mail: patrick.pascua@eu.navy.mil, Marco Piccirillo at e-mail: Marco.Piccirillo.IT@eu.navy.mil, and Cory Price at e-mail: Cory.Price@eu.navy.mil.

(2) ORGANIZATION OF PROPOSAL.

The offerors shall organize and submit the following requirement:

- (i) Cover letter describing the type of Master Agreement for Repair and Alteration (MARAV) agreement it possess. The letter shall also include the company's name, company's address, Commercial And Government Entity (CAGE) Code, Data Universal Numbering System (DUNS), and contact information;
- (ii) Standard Form 33, "SOLICITATION, OFFER AND AWARD" with blocks 12 to 18 completed by the offeror;
- (iii) Completed certifications and representations required under Section K of this solicitation; and
- (iv) Completed information for DFARS Clause 252.229-7001 (Tax Relief – Jun 1997)
- (v) Proposal submission for the following evaluation factors:
 - (a) Technical Capability
 - (b) Past Performance Information
 - (c) Price information

The completion and submission of the above items will constitute an offer to perform in accordance with the terms and conditions in this RFP, including any attachments and documents incorporated by reference. The offeror must communicate its unconditional assent to the terms and conditions in this RFP, its attachments, and documents incorporated by reference. The U.S. Government will not entertain alternate proposals for this solicitation. Offerors who (1) fail or refuse to assent to any of the terms and conditions of this RFP; (2) propose additional terms and conditions; or (3) fail to submit any of the information requested, will be considered unacceptable proposal, and will be ineligible for contract award.

(3) SUBMISSION OF PROPOSAL.

Offeror's proposal must be received by NAVSUP Fleet Logistics Center Sigonella (FLCSI) DET Naples office no later than (NLT) June 20, 2013 at 2:00 pm (Naples, Italy time.). Proposal shall be submitted electronically via e-mail to: Mr. Patrick Pascua at patrick.pascua@eu.navy.mil, Mr. Marco Piccirillo at Marco.Piccirillo.IT@eu.navy.mil, and Mr. Cory Price at Cory.Price@eu.navy.mil.

In order to be considered for award, offerors shall provide information required for the following factors:

FACTOR A – TECHNICAL CAPABILITY

(i) Offeror shall possess ship repair facilities within the CENTCOM geographic boundaries and submit a copy of a valid and current Master Ship Repair Agreement (MSRA) and/or Agreement for Boat Repair (ABR).

FACTOR B – PAST PERFORMANCE

(i) Past Performance Information - Offerors shall submit, as part of its proposal, information on recently performed contracts (no more than three years from the date of solicitation) or on-going contracts (including those contracts where the offeror acted as subcontractor) that are same/similar type of service/support, complexity, dollar value, and contract type in relation to Statement of Work (SOW) described in the solicitation. Offerors shall use the Past Performance Information Sheet [ATTACHMENT (1)] to provide information regarding its past performance on no more than three (3) relevant (“same or similar”) contracts obtained from the Government and/or commercial sources. The Past Performance Information Sheet is a mandatory document that the offeror must complete and return with their proposal.

(ii) Past Performance Survey/Questionnaire: A past performance questionnaire [ATTACHMENT (2)] is provided to offerors for informational purposes only. Offerors are not required to submit this form. The questionnaire will be completed by the past performance references (who the offeror performed the work for) and may be incorporated into the offeror’s past performance information. The sole reason for providing this attachment is so the offerors can see the types of questions that their past performance references will be asked.

FACTOR C – PRICE

(i) The Offeror shall complete and provide its fully-burdened labor rates using the pricing schedule template in ATTACHMENT (3) entitled, “Contract Rate Schedule Template. The Offeror may propose additional team members or subcontractors, provided team members or subcontractors’ fully-burdened rates and company names are disclosed in the pricing schedule. Offerors shall use the Government labor categories listed under ATTACHMENT (3), Column titled “Government Labor Category” to identify equivalent contractor labor categories for the Base and all Option periods as required by the Contract Rate Schedule Spreadsheet Template, ATTACHMENT (3). Offeror is responsible for entering its equivalent labor categories that coincide with the identified Government labor categories. Offerors who do not possess all the labor categories in column (a) of the Contract Rate Schedule Template may still submit pricing proposals based on the firm’s list of current direct labor workforce and proposed subcontractor labor categories. However, the list of the offeror’s direct labor workforce and proposed subcontractor labor categories must be commensurate to the type of MARAV (MSRA and/or ABR) agreement it possesses.

(ii) The offeror’s proposed fully burdened labor rates on the pricing schedule may be utilized for establishing maximum allowable rates for subsequent non-competitive delivery orders, delivery order modifications, or other work issued on a non-competitive basis. For the period of performance covered by the offeror’s proposal, the offeror’s proposed fully-burdened labor rates shall be the maximum rates it may propose under subsequent work issued on a non-competitive basis. However, offerors may propose delivery order labor rates lower than those listed in Attachment 3. An offeror who submits escalated fully-burdened rates for out-year performance period(s) shall provide a basis for proposed escalation as a footnote on the pricing schedule. The basis for proposed escalation shall be supported by factual data.

(iii) All proposed fully-burdened direct labor rates shall include all applicable taxes. No post-award adjustments to labor rates shall be made for the purpose of reimbursing any tax or duties.

(iv) Assumptions: Offerors shall submit all (if any) assumptions upon which their price offer is based.

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

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):

FAR Clauses: <http://acquisition.gov/comp/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION OF PROPOSAL**M-1 – GENERAL**

The Government intends to award contracts resulting from this solicitation to those responsible offerors whose proposals are considered “Technically Acceptable Reasonable Price” in accordance with the factors in this solicitation.

The following factors shall be used to evaluate offers: (1) Technical Capability, (2) Past Performance, and (3) Price. Technical Capability and Past Performance Factors will be evaluated on an Acceptable/Unacceptable basis. Only proposals receiving acceptable ratings on both Technical and Past Performance will be considered “Technically Acceptable” and eligible for contract award.

The Government intends to evaluate proposals and award contracts without discussions with offerors. Therefore, the offerors’ initial proposals should contain the offerors’ best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M-2 – EVALUATION OF NON-PRICE FACTORS**FACTOR 1 – TECHNICAL CAPABILITY**

Technical Capability will be evaluated on an “acceptable” or “unacceptable” basis using the ratings in Table A-1. In order to be considered acceptable, the offeror shall:

- (a) Have a valid and current Master Ship Repair Agreement (MSRA) and/or Agreement for Boat Repair (ABR), and
- (b) Possess ship repair facilities within the CENTCOM geographic area of responsibility.

Table A-1. Technical Acceptable/Unacceptable Ratings

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Note: The CENTCOM geographic boundaries encompass the Suez Canal, Red Sea, North Arabian Sea, and the Arabian Gulf area (see ATTACHMENT 4 – Map of Central Command (CENTCOM) Region)

FACTOR 2 – PAST PERFORMANCE

Past performance will be rated on an “acceptable” or “unacceptable” basis using the ratings in Table A-2.

Table A-2. Past Performance Evaluation Ratings

Rating	Description
---------------	--------------------

Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

M-3 – EVALUATION OF PRICE FACTOR

FACTOR 3 – PRICE

The Government will evaluate the offeror's submitted contract rate schedule for price reasonableness. The Government reserves the right to obtain other than cost or pricing information when the Contracting Officer deems it necessary to support fair and reasonable price determination.

(A) Reasonableness: The Government may use various price analysis techniques and procedures outlined in FAR 15.404-1(b)(2) to evaluate fair and reasonable offer. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more labor category rates is significantly over or understated as indicated by the application of cost or price analysis techniques. In accordance with FAR 15.404-1(g) (2) price or cost analysis techniques may be conducted on the individual labor categories to determine whether unbalanced pricing occurred.

(B). Option. The Government will also evaluate price reasonableness of the offeror's fully-burdened labor rates, including reasonableness of any escalation factors added, for all options plus the potential six months option period available under FAR 52.217-8 using one or more techniques outlined in FAR 15.404-1.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

PAST PERFORMANCE QUESTIONNAIRE

Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Clearly meets the minimum requirements of the contract.
Unacceptable	Does not clearly meet the minimum requirements of the contract

b. Please circle a rating in answer to each of the following questions and provide comments as appropriate.

1. How would you rate the quality of services received?

Acceptable Unacceptable

Comments: _____

2. How would you rate the timeliness of the services received?

Acceptable Unacceptable

Comments: _____

3. How would you rate customer satisfaction?

Acceptable Unacceptable

Comments: _____

4. To what extent did the contractor's performance conform to the terms and conditions of the contract?

Acceptable Unacceptable

Comments: _____

5. To what extent was the contractor reasonable and cooperative during performance (including cooperating with successor contractor)?

Acceptable

Unacceptable

Comments: _____

c. Other comments: _____

PAST PERFORMANCE QUESTIONNAIRE (Cont'd)

Please circle one rating and provide an overall assessment, which represents your experience in dealing with this company:

Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Additional Comments:

 Signature of Reference

 Date

CONTRACT RATE SCHEDULE TEMPLATE

In the event of rate discrepancies between this schedule and offeror's subsequent delivery order rates, the rates in this schedule shall take precedence over delivery order rates.

FULLY BURDENED RATE SCHEDULE (COMPLETE YELLOW HIGHLIGHTED CELLS ONLY)														OPTION TO EXTEND SERVICES FAR 52.217-8	
LABOR CATEGORIES	HOURS	Contractor Labor Category Equivalent	Company Name	RATE PER HOUR (BASE Period)	EST. PRICE (BASE Period)	RATE PER HOUR (Option Period 1)	EST. PRICE (Option Period 1)	RATE PER HOUR (Option Period 2)	EST. PRICE (Option Period 2)	RATE PER HOUR (Option Period 3)	EST. PRICE (Option Period 3)	RATE PER HOUR (Option Period 4)	EST. PRICE (Option Period 4)	RATE PER HOUR (Option Period 5)	EST. PRICE (Option Period 5)
BOILERMAKER	4,492			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BURNER	702			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CARPENTER	804			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHIPPER	2,296			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIVER	941			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ELECTRICIAN	7,680			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENGINEER SERVICES	49,528			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIREWATCH	5,674			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GENERAL LABOR	36,484			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JOINERS	1,130			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LAGGERS	4,078			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MACHINIST INSIDE	8,721			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MACHINIST OUTSIDE	12,264			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MARINE CHEMIST	135			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Destructive Testing (NDT)	964			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAINTERS	19,017			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PIPEFITTERS	7,567			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
QA/SUPERVISION	9,234			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REEFER/AC TECH	108			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RIGGERS	11,104			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SHEET METAL	1,315			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SHIPFITTERS	2,090			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STAGING	448			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WELDERS	6,360			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WELDER&BURNER	4,733			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL LABOR					\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL ODC (Estimate)					\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$ 500,000.00
TOTAL AMOUNT (Labor + ODC)					\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$ 1,000,000.00		\$ 500,000.00

TOTAL PRICE (LABOR + ODC)

DESCRIPTION	BASE PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4	OPTION PERIOD 5 (Option to Extend Services)	TOTAL PRICE
TOTAL LABOR	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ODC	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 500,000.00	\$ 5,500,000.00
TOTAL PRICE (BASE + OPTION)							

NOTE: ODC per contract period shall not exceed the identified NTE amounts above.

MAP OF CENTRAL COMMAND

