



DEPARTMENT OF THE NAVY

NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE
WASHINGTON NAVY YARD DC 20376-2101

IN REPLY REFER TO

5720

Ser SEA 00A5/DON-NAVY-2014-000068F
September 29, 2020

Mr. John Greenewald
The Black Vault



SUBJECT: FREEDOM OF INFORMATION ACT CASE DON-NAVY-2014-000068

Dear Mr. Greenewald:

This letter is in response to your request under the Freedom of Information Act (FOIA), assigned tracking number DON-NAVY-2014-000068, for a copy of all documents related to the sale of the ex-USS FORRESTAL.

A thorough search of this Headquarters files was conducted, specifically those files located in the Contracts Directorate (SEA 02). Knowledgeable personnel with that office were able to identify documents related to solicitation N00024-12-R-4211 and subsequent award of contract N00024-14-D-4202 as responsive to your request.

I considered your request under the FOIA 10 U.S.C. § 552, as amended, and Secretary of the Navy Instruction 5720.42G. After a careful review of documents responsive to your request, it was determined all information you are seeking would not be releasable under exemptions (b) (3), (b) (4) and (b) (6) of the FOIA.

The attached documents, are provided with redactions, pursuant to exemptions (b) (3), (b) (4) and (b) (6) of the Freedom of Information Act, 5 USC § 552.

Exemption (b) (3) protects matters which are exempt from disclosure by statute, provided that such statute (1) requires that the matters be withheld from the public in such a manner as to leave no discretion on the issue, or (2) establishes particular criteria for withholding or refers to particular types of information to be withheld. In this instance, the Source

Selection Advisory Council Final Report is marked Distribution F, and is exempt from mandatory release under Exemption (b) (3). 10 U.S.C. 130 and the Department of Defense (DoD) implementing directive, DoD Directive 5230.25, prohibit the disclosure of technical data with military or space application in the possession of, or under the control of, the Department of Defense, if such data may not be exported lawfully outside the United States with an approval, authorization, or license under the Arms Export Control Act. 10 U.S.C. § 130 is an exemption 3 statute.

Contractor proposals are also exempt from disclosure under Exemption (b) (3). 10 U.S.C. § 2305(g) prohibits the release of proposals submitted by a contractor in response to a competitive solicitation, except for those portions of the proposal set forth or incorporated in a Department of Defense contract. Therefore, it is exempt from mandatory disclosure under this exemption 3 statute.

Exemption (b) (4) of the FOIA protects confidential business information, that is, information that is kept confidential by the submitter and that is provided to the government with some assurances of confidentiality.

Finally, exemption (b) (6) of the FOIA requires withholding of information in files where disclosure "would constitute a clearly unwarranted invasion of personal privacy." In applying exemption (b) (6), a balancing test must be done, weighing the privacy interests of the individuals named in a document against the public interest in disclosure of the information requested. The public interest in disclosure is one that will "shed light on an agency's performance of its statutory duties." *Dep't of Justice v. Reporters Committee*, 489 U.S. 749, 773 (1989). There is no public interest in the personal information redacted under (b) (6) in this request, and therefore the information is properly redacted.

I am the official responsible for the partial denial of your request. You have the right to an appeal. It must be postmarked within 90 calendar days from the date of this letter. Please provide the appellate authority (see below) the following in an envelope marked "FOIA appeal":

- a letter requesting an appeal that explains what you are appealing with any supporting arguments or reasons you think may be worthy of consideration;
- a copy of your initial request;
- a copy of the letter of denial.

Also, please provide me a copy of your appeal letter as follows:

Naval Sea Systems Command (Code 00A5)
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376

There are two ways to file an appeal: through FOIAonline or by mail.

1. Through FOIAonline. This will work only if you set up an account on FOIAonline before you make the request that you would like to appeal. To set up an account, go to FOIAonline (this is a website that will appear as the top hit if you search the internet for "FOIAonline"), click "Create Account" (a link located within the blue banner at the top in the upper right corner), enter your data into the field that subsequently appears, and click "Save" (at the bottom left of the screen). With your account thereby created, you will have the power to file an appeal on FOIAonline to any request you file on FOIAonline thereafter. To do so, locate your request (enter a keyword or the request tracking number in the "Search for" field on the "Search" tab), click on it, then the "Create Appeal" tab in the left-hand column. Complete the subsequent field, click "Save," and FOIAonline will submit your appeal.

2. By mail. Address your appeal to:

Department of the Navy
Office of the General Counsel
1000 Navy Pentagon, Room 5A532
Washington, DC 20350-1000

If you have any questions, please contact the FOIA coordinator, Ginger Dolan, at navseafoia@navy.mil or 202-781-4124. You may also contact the DON FOIA Public Liaison, Christopher Julka, at christopher.a.julka@navy.mil, (703)697-0031. In addition, the Office of Government Information Services (OGIS) provides a

voluntary mediation process for resolving disputes between persons making FOIA requests and the Department of the Navy (DON). For more information, go to <https://www.archives.gov/ogis/about-ogis/contact-information>.

While there are no fees associated with this request, fees are assessed on a case-by-case basis and you may be charged for future requests.

Sincerely,



JAVIER MARTINEZ
Initial Denial Authority

Enclosures (redacted) (262 pages)
NAVSEA Synopsis for N00024-12-R-4211
N00024-12-R-4211, Amendment 0001, 0001 and 0002
Notice to Successful Offeror
Small Business Coordination Record
Assignment of Contract Memo
N00024-14-D-4202 Basic, 0001, 000101, P00001-P00004
DD254
Purchase Request N0002412NR54008
CDRLS
Distribution List
Contracting officer Memo - Walsh Healy Act

This document is made available through the declassification efforts
and research of John Greenewald, Jr., creator of:

The Black Vault



The Black Vault is the largest online Freedom of Information Act (FOIA)
document clearinghouse in the world. The research efforts here are
responsible for the declassification of hundreds of thousands of pages
released by the U.S. Government & Military.

Discover the Truth at: <http://www.theblackvault.com>



DEPARTMENT OF THE NAVY
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE, S.E., M/S 2030
WASHINGTON NAVY YARD, DC 20376-2030

4200
OPR: 02412
Ser 02412/547

30 OCT 2013

From: Contracting Officer, Naval Sea Systems Command, SEA 02412
To: SUPSHIP Bath
547 Washington Street
Bath, ME 045330

Subj: ASSIGNMENT OF ADDITIONAL CONTRACT ADMINISTRATION
FUNCTIONS FOR CONTRACT N00024-14-D-4202

Ref: (a) Federal Acquisition Regulation (FAR) 42.302,
Contract Administration Functions

Encl: (1) Copy of Subject Contract
(2) List of Additional Contract Administration Functions
(3) Distribution List

1. The subject contract, enclosure (1), designates your activity as the Contract Administration Office for performance of the functions listed in reference (a), as applicable. Subject to your concurrence, you are requested to perform the additional contract administration functions listed in enclosure (2). Unless informed to the contrary, your concurrence will be assumed.

2. All questions or correspondence concerning the subject contract should be directed to (b)(6) NAVSEA 02413K, via e-mail at (b)(6)

(b)(6)

Contracting Officer

Copy to: (w/encls)

Addressees listed in enclosure (3)

LIST OF ADDITIONAL CONTRACT ADMINISTRATION FUNCTIONS

A. Contract Administration

1. Execute contract modifications providing for deobligation of contract unexpended Navy dollar balances considered excess to known contract requirements, when applicable under the following contracts:

(a) Navy fixed-price type contracts when Navy funds are obligated or committed pursuant to provisioning procedures or where Navy funds for engineering services and related support are involved.

(b) Navy cost-type contracts where Navy funds are involved.

B. General

1. Certify contractor invoices or other requests for payment, except reimbursement vouchers under cost-reimbursement type contracts, the cost-reimbursement portion of fixed-price contracts, letter contracts which provide for reimbursement of costs, time and material contracts, and labor-hour contracts.

2. Report to the PCO on the suitability or compatibility of Government furnished equipment incorporated in the first end item.

3. Insure that unit prices for Government furnished material and Government furnished property be furnished in accordance with FAR 45.105 and DFARS 45.505, titled Records of Government Property.

NOTES

1. Each PCO request for the issuance of a contract modification that will obligate funds must be accompanied by appropriate obligation authority.

2. In accordance with Subpart 4.2 of FAR and the DFARS, copies of contract modifications executed by the ACO shall be distributed to the addresses listed on the Contract Distribution List.

CONTRACTING OFFICER MEMO TO FILE CONCERNING APPLICABILITY OF WALSH - HEALY ACT TO NAVSEA SHIP DISMANTLING CONTRACTS

SEA 02412 (Fleet Support Contracts Division; H M & E Branch; Power, Advanced Development and FMS Section) periodically solicits and awards contracts for SEA 21I (formerly PMS 333) requirements for dismantlement and disposal of decommissioned navy vessels. These procurements contain provisions of the Walsh Healey Act vice the Service Contract Act. As discussed below, the applicability of the Walsh Healey Act is based on (1) 10U.S.C. 7299, (2) the supply nature of the contract, and (3) proper application of the "principal purpose" test.

10 U.S. C. 7299, "Contracts: Applicability of chapter 65 of title 41," provides "Each contract for the construction, alteration, furnishing or equipping of a naval vessel is subject to chapter 65 of title 41 (41 U.S.C. 6501 et. seq.) unless the President determines that this requirement is not in the interest of national defense." Section 6501 et. seq. of title 41 comprises The Walsh Healey Public Contracts Act, as amended. By definition, an alteration is a change or modification to something. The dismantlement of a naval vessel is considered a major modification of the vessel, and therefore within the purview 10 U.S.C. 7299 which authorizes application of the Walsh Healey Act. In fact, the vessel is so extensively altered from its original state that it is, in effect, turned into a supply of scrap and remnant equipment, commodities which have value.

In addition to the specific statutory authority cited above, which subjects contracts for alterations of naval vessels to the Walsh Healey Act, there is a reasonable basis for concluding that NAVSEA ship disposal contracts are supply type contracts, to which the Walsh Healey Act specifically applies. FAR 2.101 defines supplies, in pertinent part, as including "Vessels of every character, type, and description, together with parts and accessories; ... and the alteration or installation of any of the foregoing." (emphasis added). In addition, the Department of Labor (DOL) Regulations acknowledge shipbreaking under 41 CFR 50-204, "Safety and Health Standards for Federal Supply Contracts." (emphasis added) The DOL regulations describe the health and safety standards for Federal Supply Contracts; i.e., contracts subject to the requirements of the Walsh Healey Public Contracts Act, and include standards applicable to Ship Repair, Shipbuilding and Shipbreaking. 41 CFR 50-204.2.

Finally, the principal purpose of the Navy's Ship Dismantlement and Disposal Contracts is not to obtain services for the Navy or to perform an identifiable task as a "service contract" is defined in FAR 37.101, but to dispose of inactivated Navy vessels by dismantling and altering such vessels to the extent that a major modification takes place and a new commodity or supply, namely, scrap, is produced. FAR 2.101 recognizes in its definition of scrap, that its value is in "its basic metallic, mineral, or organic content." The value of the products produced as a result of dismantling is evidenced by 10 U.S.C. 7305a, which authorizes ship dismantling contractors to sell the scrap and reusable equipment generated from dismantling these vessels and credit the proceeds to the cost of the contract. NAVSEA dismantlement contracts typically include this requirement. While environmental remediation is necessary as part of this process, it is incidental to the principal purpose of these contracts, which is to dispose of these vessels by altering them from their original state into a supply of scrap metal and reusable equipment that the contractor is authorized by statute, to sell.

(b)(6)



CONTRACTING OFFICER

5/24/12

Purchase Request	Description Purchase Request	Purchase Request Number N0002412NR54008	
	Requisition Date 20-Mar-2012	DPAS Priority Rating DO-A3	Priority
Requesting Office Tel: _____ Fax: _____		Type of Action <input type="checkbox"/> Small Purchase <input checked="" type="checkbox"/> Competed Contract <input type="checkbox"/> Non-competed Contract <input type="checkbox"/> Manufacturer Sole Source <input type="checkbox"/> Delivery Order <input type="checkbox"/> Task Order <input type="checkbox"/> Grants/Coops Agreement <input type="checkbox"/> Sealed Bid <input type="checkbox"/> FSS/GSA Schedule <input type="checkbox"/> Commercial <input type="checkbox"/> NIB / NISH / FPI	
Issuing Office NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030 Tel: _____ Fax: _____		Ship To	Code _____
		No "Ship To" Addresses Defined	
Suggested Supply Source		Comments	
Suggested Vendor(s)		DRAFT	
Line Item Summary	Total Cost (b)(4) Total Funding	See Attached Page(s) for Line Item Detail	
Contract Data Suggested Type of Contract Firm Fixed Price See Line Item Detail for Proposed Individual CLIN Contract Types		Suggested Contracting Officer's Representative(s) No CORs Defined	
Suggested Contract/Agreement Information Contract/Agreement Number: <input type="checkbox"/> Delivery Order <input type="checkbox"/> Modification <input type="checkbox"/> Association			
Suggested Preference Program No Preference / Not Listed		KO Notes See Attached for KO Notes	

Contract Data (cont'd)REFERENCE NO. OF DOCUMENT BEING CONTINUED
Purchase Request / N0002412NR54008PAGE
2 of 23

KO Notes

DRAFT

Delivery / Task Order**Additional Data**

Additional Point of Contact (POC) Information

Phone:
Fax:**Property Officer Information**Phone:
Fax:**J/A Number:****Proposal Due:****Execution Method:****Date:****Project Number:****Subtype Codes:****Security Clearance Required**

Unclassified

Secret

Confidential

Top Secret

Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ex-FORRESTAL (AVT 59)	(b)(4)			

FFP

Prepare for and accomplish the tow of ex-FORRESTAL from the government's location in Philadelphia, PA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002412NR54008

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ex-INDEPENDENCE (CV 62)	(b)(4)			

FFP

Prepare for and accomplish the tow of ex-INDEPENDENCE from the government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002412NR54008

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ex-CONSTELLATION (CV 64)	(b)(4)			

FFP

Prepare for and accomplish the tow of one ex-CONSTELLATION from the government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002412NR54008

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DATA ITEMS				(b)(4)

FFP

Data for Items 0001, 0002 and/or 0003 (See Contract Data Requirements List (CDRL) attached hereto). Separately priced, or not, as proposed. Price included in items 0001, 0002 and/or 0003.

FOB: Destination

FOB: Destination

PURCHASE REQUEST NUMBER: N0002412NR54008

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	ex-RANGER (CV 61)				(b)(4)

FFP

OPTION Prepare for and accomplish the tow of ex-RANGER from the government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.
 FOB: Destination
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002412NR54008

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	ex-KITTY HAWK (CV 63)				(b)(4)

FFP

OPTION Prepare for and accomplish the tow of ex-KITTY HAWK from the government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.
 FOB: Destination
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002412NR54008

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	ex-JOHN F KENNEDY (CV 67)				(b)(4)

FFP

OPTION Prepare for and accomplish the tow of one ex-JOHN F KENNEDY from the government's location in Philadelphia, PA to the Contractor's location in the United States. Prepare for and accomplish vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.
FOB: Destination
FOB: Destination
PURCHASE REQUEST NUMBER: N0002412NR54008

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	DATA ITEMS				(b)(4)

FFP

OPTION Data for Option Items 0004, 0005 and/or 0006 (See Contract Data Requirements List (CDRL) attached hereto). Separately priced, or not, as proposed. Price included in items 0004, 0005 and/or 0006.
FOB: Destination
FOB: Destination
PURCHASE REQUEST NUMBER: N0002412NR54008

NET AMT (b)(4)

Section Descriptions and Specification

Section A - Solicitation/Contract Form

EXECUTIVE SUMMARY

CV 59/63 Class Aircraft Carrier Towing, Dismantling and Recycling
Request for Proposal
N00024-12-R-99999

This Executive Summary is provided for informational purposes only and does not in any way modify or change the terms and conditions of the Request for Proposal (RFP).

Program Description.

This procurement is for the preparation and tow of multiple CV 59/63 Class Aircraft Carriers from Navy inactive ship facilities in Philadelphia, PA and Bremerton, WA to the Contractor's facility in conformance with the U.S. Navy Tow Manual, complete dismantling of the vessels in the United States, removal and disposal of hazardous materials/wastes in accordance with applicable Federal, State, and local laws and regulations, and processing and sale of scrap and reusable equipment/material. Ownership of the vessels remains with the United States Navy. Multiple contracts may be awarded and each contract shall be an Indefinite Delivery/Indefinite Quantity, firm fixed price contract. The Contractor shall retain the proceeds of the sale of scrap and reusable equipment/material to offset its costs of performance. The estimated proceeds from the sale of the scrap and reusable equipment/material shall be factored into the price proposed to the Government. The hull and all portions of the structure of the vessels must be demilitarized by reduction to scrap. Any and all weapons systems and communications equipment remaining on the vessels must be demilitarized by complete destruction. The work must be done at a facility with a Defense Security Services (DSS) security clearance at the CONFIDENTIAL level at minimum. The facility must have such security clearance, or it must be obtained, prior to Contract Award. Key personnel must be U.S. citizens and must have or obtain security clearances at the CONFIDENTIAL level at minimum prior to Contract Award.

The vessels immediately available for dismantling include:

Ex-FORRESTAL (AVT 59) located at INACTSHIPMAINTO Philadelphia, PA
Ex-INDEPENDENCE (CV 62) located at INACTSHIPMAINTO Bremerton, WA
Ex-CONSTELLATION (CV 64) located at INACTSHIPMAINTO Bremerton, WA

Following Contract Award, all other employees, subcontractors, and other persons must be U.S. citizens prior to obtaining access to the vessels and/or the area of the facility where the vessels will be dismantled. Any individuals with access the third deck and below, or removed sections of the third deck and below before complete dismantling, must possess individual security clearances at CONFIDENTIAL level at minimum. CV 59/63 Class Aircraft Carriers contain classified structure that will be demilitarized during the dismantling process. Therefore, the Contractor must have facility controls in place to prevent physical access to the vessels and the area of the facility by non-US citizens or unauthorized persons. In dismantling these vessels, internal compartments, arrangements, and details of the vessels below the third deck must not be observable by non-U.S. citizens or unauthorized persons. Access to any part of the vessels by non-U.S. citizens, or to areas at or below the third deck by unauthorized persons, or persons without a confidential security clearance, is prohibited. The Facility Security Officer (FSO) noted in section C-2.2.1.3 below must maintain a current 100% listing of all persons having authorized access to the facility and the vessels.

Personal security clearances at the CONFIDENTIAL level are needed for pre-proposal inspection of the vessels at the third deck and below. However, no security clearance is necessary to inspect the vessels at the second deck and above. The Contractor must provide office space and internet connections for on-site assigned U.S. Navy representatives to observe and monitor the Contractual performance of the Contractor. The government will notify the Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA) upon Contract Award of the Contractor's name and location, the vessel to be dismantled, the Contractor's proposed start and completion dates.

This solicitation is an unrestricted full and open competition; see clause 52.219-6 of Section H.

SPECIAL NOTICE TO OFFERORS; AVAILABILITY AND USE OF DRAWINGS AND DATA

SOLICITATION: N00024-12-R-99999

PROGRAM: CV 59/63 Class Aircraft Carrier Towing, Dismantling and Recycling

For this solicitation package to be complete, Offerors will be provided the opportunity to access declassified general arrangement drawings for one or more of the aircraft carriers to be scrapped, Inactive Ship on-site Maintenance Office (INACTSHIPMAINTO) reporting letters with enclosures, pre-tow preparations accomplished by the government, and other available vessel specific documents. The drawings and data will be posted on the PMS 333 website address at www.navsea.navy.mil/teamships/inactiveships/Ship_Disposal.

Offerors shall inspect at each and every vessel it plans to submit a price proposal for, and to rely solely on their own inspections in determining the location of, and the method and extent of hazardous material removal and disposal required under applicable laws and regulations. The Government explicitly does not warrant that the data provided represents a complete and accurate depiction of the location and extent of all hazardous materials.

Notice: A bid Guarantee is required with the submission of an offer; see Section H Clause 52.228-1, and the SF24 provided as an attachment to the RFP.

Section B - Supplies or Services and Prices

SUPPLIES OR SERVICES AND PRICE

The Contractor shall furnish the following supplies and services in accordance with the terms and conditions set forth in this Contract. Offerors must propose a Firm Fixed Price for CLINs 0001, 0002 and/or 0003. The firm fixed price represents the net cost of performance for each CLIN or combined CLINs as proposed/awarded.

All scrap or reusable equipment/material removed from the vessels is required to be sold or disposed of no later than 90 days after completion of dismantling of the each vessel. Estimated proceeds from sales should be factored into the price proposed to the Government. The Contractor shall use the sale proceeds to offset the cost of work performed under this Contract. The vessels must be dismantled in the United States.

OFFERORS' INSPECTION OF A VESSEL IS MANDATORY AND AUTHORIZED REPRESENTATIVES OF OFFERORS MUST SIGN IN WITH THE INACTSHIPMAINTO REPRESENTATIVE AT THE TIME OF INSPECTION. OFFERORS WHO DO NOT INSPECT A VESSEL PRIOR TO SUBMISSION OF A PRICE PROPOSAL IN RESPONSE TO THIS RFP WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD OF ANY VESSEL NOT INSPECTED. SECURITY CLEARANCES AT THE CONFIDENTIAL LEVEL ARE REQUIRED FOR PRE-PROPOSAL INSPECTION OF THE AIRCRAFT CARRIERS AT THE THIRD DECK AND BELOW. SECURITY CLEARANCES ARE NOT REQUIRED FOR PRE-PROPOSAL INSPECTION OF THE AIRCRAFT CARRIERS AT THE SECOND DECK AND ABOVE.

Ex-FORRESTAL (AVT-59) is physically located at the Inactive Ships on-site Maintenance Office (INACTSHIPMAINTO), Philadelphia, PA. The INACTSHIPMAINTO Philadelphia point of contact is (b)(6) (b)(6) Ex-INDEPENDENCE (CV 62) and ex-CONSTELLATION (CV 64) are physically located at INACTSHIPMAINTO Bremerton. The INACTSHIPMAINTO Bremerton point of contact is (b)(6) INACTSHIPMAINTO Philadelphia and Bremerton respectively shall be contacted to arrange for vessel inspections at least five days in advance of the desired date. Offerors may obtain non-destructive environmental samples as necessary, consistent with INACTSHIPMAINTO procedures for the maintenance of vessels onboard hazardous materials.

The Government reserves the right to make Awards based upon the funds available.

The Contractor shall own or have access to a facility with security clearance at the CONFIDENTIAL level at minimum, obtained as necessary from the Defense Security Service (DSS) prior to Contract Award. If the Contractor does not own or have access to a facility with security clearance at the CONFIDENTIAL level at minimum, the facility security clearance must be obtained from the Defense Security Services (DSS). Key personnel must be U.S. citizens and must have or obtain security clearances at the CONFIDENTIAL level at minimum prior to Contract Award. Following Contract Award, all other employees, subcontractors, and other persons must be U.S. citizens prior to obtaining access to the vessels and/or the area of the facility where the vessels will be dismantled,. Any individuals to access the third deck and below, or removed sections of the third deck and below before complete dismantling, must possess individual security clearances at CONFIDENTIAL level at minimum. If necessary, following evaluation and determination of Apparent Awardees, NAVSEA will sponsor the Apparent Awardees to DSS to apply for the necessary facility security clearances.

All costs associated with meeting the requirements for, and obtaining, such security clearances shall be borne solely by the Apparent Awardees.

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0001	ex-FORRESTAL (AVT 59)	

FFP

Prepare for and accomplish the tow of ex-FORRESTAL from the government's location in Philadelphia, PA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.
 FOB: Destination

NET AMT

0002	ex-INDEPENDENCE (CV 62)	
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FFP

Prepare for and accomplish the tow of ex-INDEPENDENCE from the government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.
 FOB: Destination

NET AMT

0003	ex-CONSTELLATION (CV 64)	
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FFP

Prepare for and accomplish the tow of one ex-CONSTELLATION from the government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.
 FOB: Destination

NET AMT

ITEM NO		AMOUNT
0004	DATA	

FFP

Data for Items 0001, 0002 and/or 0003 (See Contract Data Requirements List (CDRL) attached hereto). Separately priced, or not, as proposed. Price included in items 0001, 0002 and/or 0003.
 FOB: Destination

NET AMT

OPTION ITEMS – The following will only be executed if/when the Navy changes their disposition to dismantling. Price proposals should only be submitted when the options are requested, not with the initial technical and price proposals. These vessels are not currently available for dismantling and are not currently available for inspection.

0005 ex-RANGER (CV 61)

FFP

Prepare for and accomplish the tow of ex-RANGER from the government’s location in Bremerton, WA to the Contractor’s location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.
 FOB: Destination

NET AMT

0006 ex-KITTY HAWK (CV 63)

FFP

Prepare for and accomplish the tow of ex-KITTY HAWK from the government’s location in Bremerton, WA to the Contractor’s location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.
 FOB: Destination

NET AMT

0007 ex-JOHN F KENNEDY (CV 67)

FFP

Prepare for and accomplish the tow of one ex-JOHN F KENNEDY from the government's location in Philadelphia, PA to the Contractor's location in the United States. Prepare for and accomplish vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.
FOB: Destination

NET AMT

ITEM NO
0008

DATA

AMOUNT

FFP

Data for Option Items 0004, 0005 and/or 0006 (See Contract Data Requirements List (CDRL) attached hereto). Separately priced, or not, as proposed. Price included in items 0004, 0005 and/or 0006.
FOB: Destination

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

PART 1: LINE ITEM DESCRIPTION AND GENERAL SCOPE OF WORK

PART 2: ADDITIONAL REQUIREMENTS

PART 3: GENERAL REQUIREMENTS

PART 1 – CONTRACT LINE ITEM DESCRIPTION AND GENERAL SCOPE OF WORK

C-1.1 CLIN DESCRIPTION. The Contractor shall prepare for and tow the CV 59/63 Class aircraft carrier from the INACTSHIPMAINTO location to the Contractor's facility in the U.S. in conformance with the U.S. Navy Tow Manual. The Contractor shall complete the dismantling of the vessel in a secure facility in the United States, and remove and properly dispose of hazardous materials/wastes in accordance with applicable Federal, State, and local laws and regulations. The Contractor shall process and sell all scrap and reusable equipment/material removed from the vessel and shall retain the sale proceeds to offset its costs of performance. The Contractor shall ensure the stability of the vessel during the tow and dismantlement. The Contractor shall prepare and submit all data requirements in accordance with the Contracts Data Requirements List (CDRL).

C-1.2 SCOPE OF WORK. The Contractor shall provide all personnel, equipment, tools, vehicles, materials, facilities, supervision, and other industrial equipment and services necessary to meet the requirements of this Contract and perform the scope of work described, in a manner which is safe for workers and the environment, and complies with all applicable Federal, State and local laws and regulations. The Contractor shall provide evidence of continued availability of such facilities for the duration of the Contract period of performance by ownership, existing lease, or letter from the facility owners indicating a statement of intent to utilize such facilities for scrapping operations, as well as evidence that site specific permits are currently in effect or can be obtained prior to the start of subject Contract. The facility shall possess a minimum clearance level of CONFIDENTIAL prior to contract award.

The scope of work for dismantling and disposal of the vessel includes:

- Towing the vessel in conformance with the U.S. Navy Tow Manual, Appendix H, www.supsalv.org
- Dismantling of the vessel:
 - Establishing a schedule
 - Utilizing dry-dock, slip, or other method
 - Demilitarizing residual military equipment and property
 - Stripping of unique Government Property
 - Completely scrapping the hull
- Hazardous material/waste removal and disposal
- Sale of scrap and reusable equipment/material

All work performed under this Contract shall be in compliance with applicable Federal, State, and Local laws and regulations. The Contractor shall have all valid permits and licenses necessary prior to perform the associated scope of work. The Contractor shall maintain valid permits and licenses throughout the period of performance of this Contract.

C-1.3 TOWING. The Contractor shall provide harbor clearance, ocean engineering and point-to-point towing services to ensure safe transport of the vessel from existing vessel location to the Contractor's facility in the U.S. for complete dismantling. The Contractor shall prepare and accomplish the towing of the vessel in conformance with the U.S. Navy Tow Manual SL740-AA-MAN-010 (<http://www.supsalv.org/pdf/towman.pdf>) using Appendix H for guidance. The towing vessel shall have a minimum bollard pull of 80 tons, tow wire of Extra Improved Plow Steel (EIPS) 2 1/4" or higher, preferred break strength of 660,000 lbs. The Contractor shall provide a written tow plan for the vessel in accordance with CDRL A001 at least 30 days prior to the proposed tow date. The tow plan must be prepared by or approved by a reputable towing company with the capability of towing a CV 59/63 Class aircraft carrier. The Contractor shall notify the Contracting Officer within five (5) working days of the projected completion of towing preparations, so that an inspection can be conducted by the NAVSEA towing technical authority prior to the tow departure date. The Government shall not assume liability associated with delay of the Contractor's

proposed tow date if the written tow plan is not provided in accordance with CDRL A001 at least 30 days prior to the proposed towing date, or if the Contractor fails to correct, prior to the Contractor's proposed towing date, any tow plan or tow preparation deficiencies identified by the NAVSEA towing technical authority.

C-1.4 DISMANTLING OF THE VESSEL. The Contractor shall completely dismantle the vessel identified in Section B of this RFP in accordance with the requirements stated in this RFP.

C-1.5 SCHEDULE. The Contractor shall develop and implement a detailed schedule, including measurable milestones, to accomplish the Statement of Work. The Contractor's schedule for CLINs 0001, 0002 and/or 0003 as proposed, or subsequent option CLINs, shall be incorporated into the Contract as attachment J-3. This schedule shall be detailed adequately to establish a basis for progress payments. The schedule will include planned start and completion dates and a timeline for each phase of the dismantling, hazardous material removal and disposal in accordance with CDRL A002, including but not limited to, all tasks required for vessel dismantling including towing, demilitarization of residual military equipment and property, stripping of Government property as required, identification and safe removal & disposal of hazardous materials/wastes, vessel dismantling, scrap processing, and sale and shipment of scrap and reusable equipment/material. The schedule shall be used as the baseline schedule in developing the status and contract performance reports required in C-2.3.

C-1.6 DRY-DOCK, SLIP, OR OTHER METHOD. The Contractor shall implement plans, as described in the Operational Plan in [See Section C-1.9 below], for using dry-dock, slip or other method for dismantling the underwater hull in an environmentally safe manner. The plans shall include methods for ensuring vessel stability during the cutting process, final dismantlement of underwater hull, and measures to prevent flooding or sinking. In addition, plans shall include measures for preventing slag or other contaminants from entering the water.

C-1.7 COMPLETE DISMANTLEMENT AND DEMILITARIZATION OF THE VESSEL. The Contractor shall completely dismantle and scrap all portions of the vessel structure. This will include the removal from the vessel, without replacement of all hull, inner bottom, bulkhead, deck and superstructure materials, as well as all between decks, longitudinal and transverse girders and frames, their associated webs, and floors. The term "hull" means the framework, including the keelsons, together with all decks and between decks, superstructures, tanks, inner & shell plating and bulkheads, but exclusive of main or auxiliary machinery, outfit & furnishings and other auxiliary equipment. The term "scrap" means to reduce the property such that it has no value except for its basic material content. Final dismantlement and mutilation of the vessel shall be performed in such a manner that no considerable part of the vessel is left intact or undisturbed to the extent that could be reconstructed or readily identified as an existing portion of the original hull or superstructure. Further, the hull and all portions of structure of the vessel at the third deck and below must be reduced to scrap dimensions not exceeding five (5) feet. Upon completion of the Contract, the Contractor shall certify that the hull, and the equipment described herein, has been demilitarized in accordance with the requirements of C-1.7, C-1.8, and CDRL A003.

In addition to the requirement of reduced scrap having no single dimensions to exceed five (5) feet, for the region of the vessel from the third deck to the bottom plating and in board of the shell from frame 29 to frame 215, these additional scrapping requirements shall be imposed:

Removal and reduction to no greater than five (5) feet of any single dimension for all plating associated with transverse and longitudinal members, decks, between decks and bulkheads.

Removal of all markings from all plating.

Removal and reduction to no greater than five (5) feet of any single dimension for the innermost longitudinal bulkhead from the shell shall have all vertical stiffeners removed from the plating and vertical stiffeners themselves will be further reduced by cutting away the flanges from the web of each stiffener.

Removal and reduction to no greater than five (5) feet of any single dimension for all 3rd deck hatches, and the doors leading into the steering gear rooms, shall be fully destroyed by cutting into sections, removing hinges, and securing mechanisms such that remaining plate is not recognizable as a functional device.

C-1.8 DEMILITARIZATION OF RESIDUAL EQUIPMENT/SYSTEMS. The Contractor shall ensure that any and all weapons systems and communications equipment remaining onboard the vessel, such as guided missile launching systems, mounts and fire control systems, sonar domes, transducers and associated equipment, torpedo tubes, ASROC launchers, antennas, radar reflective material, wave guides and any other weapon systems are further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components. Sale or donation of this equipment for continued use is prohibited. Final dismantlement and mutilation as described above, and in C-1.7, will constitute demilitarization of the hull and required equipment. Upon completion of the Contract, the Contractor shall certify that the hull, and the equipment described herein, has been demilitarized in accordance with the requirements of C-1.7, C-1.8, and CDRL A003.

C-1.9 OPERATIONAL PLAN. The Contractor shall develop and implement a detailed Operational Plan for towing and dismantling the vessel, removing, and disposing hazardous materials/wastes, and sale of scrap and reusable items. This plan will be incorporated into the Contract as attachment J-2. The plan shall ensure compliance with the special security requirements in this Statement of Work and shall include measures to address any procedures and techniques to be used. In addition, the plan shall include measures to prevent flooding or sinking, including procedures for maintaining list, trim and stability while dismantling, environmental remediation, and recycling operations are being accomplished, and during the towing of the vessel, security throughout the performance period, and the prevention of slag or other contaminants from entering the water.

C-1.10 REGULATED AND HAZARDOUS MATERIALS/WASTES REMOVAL AND DISPOSAL. The Contractor is responsible for all steps necessary to remove and dispose of all hazardous and regulated materials/wastes in compliance with all Federal, State, and local laws and regulations. Additionally, the Contractor is required to implement an effective Environmental Management Plan (EMP) described in the Contractor's proposal and incorporated in the Contract under attachment J-4. The plan should incorporate any pertinent information addressed in Environmental and Safety Information: Instructions, Terms and Conditions under attachment J-6. The Contractor shall provide the Government with legible copies of all hazardous and non-hazardous materials/wastes manifests, bills of lading, and all other waste shipping documents as part of the final report, no later than 90 days after work as reached 100% completion. Upon completion of the work, the Contractor shall certify, in writing, that the Contractor has accomplished all hazardous material removal and regulated hazardous waste removal and disposal in compliance with all Federal, State, and local laws & regulations and in accordance with the requirements of CDRL A004.

C-1.11 ENVIRONMENTAL CONTROLS. The Contractor shall operate and maintain its facility in a manner that complies with all Federal, State, and Local environmental laws, regulations and instructions. The Contractor shall be responsible for obtaining all necessary licenses and permits, accomplishing all notification and manifesting requirements, complying with any applicable Federal, State, and Local laws and regulations, and taking any necessary corrective actions resulting from work performed under this Contract. Upon the Government's request, the Contractor will provide copies of licenses and permits to the Government. The Contractor shall use only transporters and treatment, storage, and disposal facilities with valid permits. The Government will not be a co-permittee on any permits obtained by the Contractor or a co-generator of any waste material. In the event environmental laws or regulations change during the term of this Contract, the Contractor is required to comply as such laws or regulations come into effect. If there is an increase or decrease in cost as a result of the change, the Contractor shall inform the Administrative Contracting Officer (ACO) pursuant to notice requirements of FAR 52.243-7, "Notification of Changes."

The Contractor shall provide the Government with copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract in accordance with the requirements of CDRL A005. This shall include but not be limited to: Notification of any regulatory agency inspection conducted and summarization of the results, of any Notice of Violations, citations, or cautionary notices received from regulators during the reporting period, relating to the performance of this Contract.

The Contractor's workspace may be inspected periodically by Federal, State or local regulatory inspectors for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance as requested by Federal, State, and local regulatory inspectors.

C-1.12 SAFETY AND HEALTH PROGRAM. All work shall be conducted in a safe manner and shall comply with all requirements specified throughout the Contract and applicable Federal, State, and local laws & regulations. The Contractor shall furnish all safety equipment in accordance with Federal, State, and local laws and regulations. The Contractor shall implement the **Safety and Health Management Plan**, described in the Contractor's proposal and incorporated into the Contract as attachment J-5, in compliance with applicable Federal, State, and local laws and regulations. The plan shall provide for the safe work environment of Contractor Personnel and ensure protection of Government property. All subcontractors shall comply with the Contractor's Safety and Health Management Plan. In the event of an accident/mishap, the Contractor shall take reasonable and prudent action to establish control of the accident/mishap scene, prevent further damage to persons or property, and preserve evidence until released by the accident/mishap investigative authority.

The Contractor shall provide the Government with copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract in accordance with the requirements of CDRL A005. This shall include but not be limited to: Immediate notification of any regulatory agency inspection or visit conducted and summarization of results, of any Notice of Violations, citations, or cautionary notices received from regulators relating to the performance of this Contract.

The Contractor's workspace may be inspected periodically by Federal, State or local regulatory inspectors for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance as requested by Federal, State, and local regulatory inspectors.

C-1.12.1 Safety Administration. Prior to commencing work, the Contractor shall meet in conference with the Contracting Officer's Representative (COR) to discuss and develop an understanding of the administration of their Safety and Health Management Plan.

C-1.12.2 Safety Inspections. The Contractor's workspace may be inspected periodically for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor will provide assistance to Federal and State regulatory inspectors.

C-1.12.3 Accident and Injury Reporting. The Contractor shall record and immediately report to the Contracting Officer, all available facts relating to injury to either Contractor or Government personnel or each instance of damage to Government property in accordance with CDRL A006. The Contractor shall provide the Government with a copy of any report to a regulatory agency of accidents or incidents that occur during the performance of this Contract, and copies of the OSHA 300 Log.

C-1.13 SALE OF SCRAP AND REUSABLE EQUIPMENT/MATERIAL. The Contractor is required to sell or dispose of any scrap and reusable equipment/material removed from the ship no later than 90 days after completion of dismantling of the ship. The Contractor shall report the quantity of scrap and reusable equipment/material recovered for resale in the Contract Performance Report (C-2.3.2) in accordance with the requirements of CDRL A007 and A008. The Contractor shall retain the proceeds from the sale of the scrap and reusable equipment/material from the vessel being dismantled in accordance with 10 U.S.C. § 7305a and shall apply them to the cost of performance of the contract.

PART 2 – ADDITIONAL REQUIREMENTS

C-2.1 SECURITY

C-2.1.1 Facility Security Requirements. The Contractor must own or have access to a facility that meets the applicable requirements of the National Industrial Security Program Operating Manual (DoD 5220.22-M), including but not limited to, physical and visual security fencing, waterside security measures, 24-hour security protection, and special security and procedural requirements as outlined below.

The Contractor shall own or have access to a facility with security clearance at the CONFIDENTIAL level at minimum, obtained as necessary from the Defense Security Services (DSS) prior to Contract Award. Key personnel must be U.S. citizens and must have or obtain security clearances at the CONFIDENTIAL level at minimum prior to

Contract Award. Following Award, all other employees, subcontractors, and other persons must be U.S. citizens prior to obtaining access to the vessel and/or the area of the facility where the vessel will be dismantled. Any individuals to access the (b)(4) before complete dismantling, must possess individual security clearances at CONFIDENTIAL level at minimum. Once dismantling (b)(4) opened, all individuals which have access to the third deck and below, (b)(4) complete dismantling, must possess individual security clearances at CONFIDENTIAL level at minimum. If necessary, following evaluation and determination of award, NAVSEA will sponsor the Apparent Awardees to DSS to apply for the necessary security clearances. All costs associated with meeting the requirements for, and obtaining, such security clearances shall be borne solely by the Apparent Awardee.

The CV 59/63 Class aircraft carriers contain classified structure that will be demilitarized during the dismantling process. Therefore, the Contractor must have facility controls in place to prevent physical access to the vessel and the area of the facility by non-US citizens or unauthorized persons. In dismantling the vessel, internal compartments, arrangements, and details of th (b)(4)

(b)(4) The Facility Security Officer (FSO) noted in section C-2.2.1.3 below must maintain a current 100% listing of all persons having authorized access to the facility and the vessel.

Other than for official Government or Contractor (excluding sub-contractors) Business or unless approved in writing in advance by COR or ACO, no imaging devices of any type (including camera equipped cellular telephones) shall be permitted inside the facility's control barriers. U.S. citizen-only regulatory agency personnel may enter the facility; however, imaging devices are not permitted. U.S. citizen-only regulatory agency personnel should register with the FSO upon Contract Award or earliest opportunity in order to facilitate unannounced regulatory inspections.

The Contractor shall establish a system of checks, inspections, surveys, and assessments to ensure facility physical security is maintained.

The Contractor shall provide and maintain written plans and operating procedures for all facility physical security programs submitted as part of the operational plan.

The Contractor shall notify the COR of any changes at the Contractor's facility affecting the physical security within 24 hours in accordance with CDRL A009.

Upon Contract Award, the Contractor shall provide the COR and ACO with the current 100% listing of all persons having authorized access to the facility and the vessel, along with validation of active status of individual CONFIDENTIAL security clearances in accordance with the requirements of CDRL A010. Changes to this listing shall be provided to the COR and ACO within 24 hours.

C-2.1.2 Contractor Security Clearance Requirements. All Contractor and subcontract employees, consultants, and other persons with access to the vessel and/or the area of the facility where the vessel will be dismantled, must be U.S. citizens. Any individuals to access th (b)(4) before complete dismantling must possess individual security clearances at CONFIDENTIAL level at minimum, prior to obtaining such access and maintain it throughout the Contract period of performance.

C-2.1.3 Security Plan. The Contractor shall implement this to meet the objective requirements stated in paragraphs C-2.1.1 and C-2.1.2 above, including how the Contractor will ensure that such Confidential security clearance for personnel and facility will be maintained throughout the Contract period of performance, physical facilities and the vessel is secure at all times, that the facility maintains a CONFIDENTIAL security clearance (DD Form 254) throughout the Contract period of performance, that procedures to prohibit photographic capability (i.e., photos, cell phones with photo capabilities, etc.) are established, that 24-hour security of all dismantlement facilities are maintained, and that authorized personnel are controlled throughout the period of performance. This plan shall be incorporated into the Contract as attachment J-7, Security Management Plan.

C-2.2 CONTRACTOR PERSONNEL. In addition to the Contractor security clearance requirements specified in section C-2.1.2, the Contractor shall employ qualified personnel who are capable of performing the requirements of the contract, including subcontractors and key personnel. Contractor personnel, including subcontractor personnel and consultants, shall be sufficient to accomplish the scope of work. In addition, the Contractor shall employ and maintain the appropriate personnel and organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements hereunder.

C-2.2.1 Key Personnel. The Contractor shall provide the following full-time on-site key personnel in their management organization: Project manager; Environmental, Safety & Health Manager(s); and Facility Security Officer (FSO). The replacement of any key personnel identified in the Contractor's technical proposal shall require approval by the Government.

C-2.2.1.1 Project Manager. The Contractor shall provide a full-time on-site Project Manager responsible for the performance of work required under this statement of work. Additionally, the Project Manager is responsible for submitting all reports, as well as those called out in Section C-2.3 and CDRL A007 and CDRL A008. Desired Project Manager Qualifications are as follows:

B.S. in Engineering plus a five (5) years experience as a Project Manager of a similar project, or ten (10) years experience as a Project Manager of a similar project. Experience should be in a heavy industry marine activity related to vessel dismantling, construction, or repair.

C-2.2.1.2 Environmental, Safety & Health Manager. The Contractor shall provide a full-time on-site Environmental, Safety & Health (ES&H) manager who will be responsible for all environmental and occupational safety matters pertaining to this Contract. The ES&H manager will report directly to the Project Manager responsible for the performance of work required under this statement of work. The Contractor may provide no more than two separate personnel for this function if environmental and occupational safety & health responsibilities are to be shared by two people. Desired Environmental, Safety, & Health Manager Qualifications are as follows:

B.S. in Engineering, Environmental Sciences or Industrial Hygiene plus five (5) years experience as an Environmental and Safety and Health Manager, or ten (10) years experience as an Environmental and Safety and Health Manager. Experience should be in a heavy industry marine activity related to vessel dismantling, construction, or repair. If two persons are proposed, the desired Environmental Manager qualifications are a B.S. in Engineering or Environmental Sciences plus five (5) years experience as an Environmental Manager, or ten (10) years experience as an Environmental Manager; and the desired Safety & Health Manager qualifications are B.S. in Engineering or Industrial Hygiene plus five (5) years experience as a Safety and Health Manager, or ten (10) years experience as a Safety and Health Manager.

C-2.2.1.3 Facility Security Officer. The Contractor shall provide a full-time on-site Facility Security Officer (FSO) who shall be responsible for all security matters pertaining to this Contract, including being accountable for ensuring maintenance and compliance with DSS CONFIDENTIAL facility security requirements. The FSO shall also be responsible for ensuring that all Contractor and subcontract employees and consultants with access to the vessel and the area of the Contractor's facility where the vessel is being dismantled are U.S. citizens and possess active security clearances at minimum at the CONFIDENTIAL level throughout the performance of the contracted work. The FSO must be DSS Academy certified prior to Contract Award. The FSO will report directly to the Project Manager responsible for the performance of work required under this statement of work. The desired Facility Security Officer Qualifications are as follows:

Five (5) years experience as a Facility Security Officer at a contractors facility performing work under a government contract.

C-2.2.2 Contractor Employees. The Contractor shall ensure that all employees, subcontractors, consultants, or visitors are covered by valid certified professional Marine Chemists, Industrial Hygienists, Environmental Safety and Health Specialists as necessary, before any work commences or continues under the contract and throughout duration of its performance.

C-2.2.3 Employee Training and Certification. The Contractor shall provide classroom and on-the-job training required to ensure all workers and visitors are ready for access to areas of abatement, remediation, environmental, dismantling and recycling work on the vessel or in the facility. The Contractor shall maintain all records on-site form training, certification, and clearances as applicable for all workers and visitors.

C-2.3 STATUS REPORTS.

C-2.3.1 Weekly Report. The Contractor shall provide a written weekly report in accordance with the requirements of CDRL A007 to the onsite Government representative and Administrative Contracting Officer (ACO) highlighting the Contractor's key work activities performed in the past week, work planned in the coming week, materials removed, any security violations, and any deviations from planned schedules and budgets. The Government reserves the right to reject weekly reports if inadequate information is provided and require resubmission of a report that meets the contract's requirements.

C-2.3.2 CONTRACT Performance Reports. The Contractor shall provide written contract performance reports in accordance with the requirements of CDRL A008 within 30 days of the 25%, 50%, 75% and 100% point based on contract schedule, inclusive of scrap processing and shipments. The Government reserves the right to reject the proposed cost reporting format if it does not provide equivalent information. The reports shall consist of a concise, executive level summary of all technical activities performed under the Contract during the reporting period. The summary shall highlight activities of the program and progress achieved under each project. Specific areas of interest shall include difficulties encountered during the reporting period and corrective actions taken, a schedule showing accomplishments versus planned activities, and the Contractor's self-assessment of its compliance with its Operational Plan and Security Plan, and with Federal, State and local laws and regulations. The reports shall include any changes of key personnel concerned with the project. The reports shall also address the following:

1. Progress achieved since the previous progress report including status of hazardous material removal and disposal, tonnage of scrap and equipment removed, and identification of the deck to which the vessel has been dismantled. Also, identify the percentage of completion of removal and dismantling work on each vessel.
2. Quantity and type of hazardous waste shipped for disposal during the contract work period.
3. Progress in correcting any deficiencies identified by Navy or regulatory agency inspections.
4. Notification of any regulatory agency inspection conducted, of any official notices of violation, citations, or cautions received from regulators during the contract work period. Also, notification of any other documentation relating to Federal, state, or local administrative or legal actions arising under or relating to the Contract.
5. Progress expected to be achieved over the next month.
6. Identification of problems relating to timely completion of the Contract.
7. Status of outstanding permits/licenses required for performance of the Contract and status of any existing permits/licenses due to expire within 90 days of the Progress Report.
8. Advance notice of commencement of project activities that will require notification to any regulatory agency by the Contractor or any of its subcontractors.
9. Man days and costs expended to date for each major work activity.
10. Estimated man days and costs to complete.
11. Scrap and reusable item sale proceeds received to date.
12. Estimated scrap and reusable item sale proceeds receivable.
13. Budget variances and a plan for corrective actions, if applicable.
14. Lessons learned.
15. Cost savings initiative implemented during the reporting period.

The Contractor shall propose the report format within 45 days after Award. The Government reserves the right to reject the proposed cost reporting format if it does not provide equivalent information. Once approved, the Contractor shall use a consistent reporting format throughout the Contract.

The Contractor agrees to maintain all books, records detailing Contract expenses and revenue, and other documents used to perform the Contract and make such documents available to the Government for review and audit. The Contractor must further maintain such records for a period of two (2) years after Contract completion or for such a time as the Contractor, for its own purposes, retains such books, records, and other documents, whichever is longer.

C-2.4 NOTIFICATION OF ITEMS FOUND ONBOARD. During the performance of the Contract, in the event that the Contractor discovers items onboard the vessel such as classified documents, photographs, other documents, drawings or other information, the Contractor will immediately notify, in accordance with the requirements of CDRL A011, the Contracting Officer of the items found and their location on the vessel. These items shall be safe guarded and turned over to the Contracting Officer.

C-2.5 OFFICE FACILITIES. The Contractor shall provide on-site office facilities and services for use by Government representatives and the Government Contract administration and oversight organization. The facilities and services shall be equal to and separate from those provided by the Contractor for its use for generally similar purposes. The Contractor shall also provide a minimum of two (2) desks, two (2) chairs, two (2) high-speed internet connection ports, two (2) telephone lines and equipment, and one (1) conference table with seating for ten (10) people. The Contractor shall provide two (2) parking spaces at the Contractor's facility for use by the Government. The Contractor shall provide and maintain a copier/scanner. The Contractor shall include in the Contract price the full cost of providing all office facility requirements for use by Government representatives.

C-2.6 Environmental, Safety and Health

C-2.6.1 Environmental, Safety and Health Administration: Prior to beginning work, a formal "kick off" meeting will be conducted by the Government. The Contractor shall meet with Government representatives, including the COR, to discuss and develop an understanding of the administration of the Contractor's Environmental, Safety and Health Management, Operational, and Security Plans.

C-2.6.2 Environmental, Safety and Health Self-Assessments: The Government reserves the right to conduct periodic ES&H evaluations at the Contractor's facility, to ensure Contractor compliance with the ES&H requirements of the Contract. The Contractor shall conduct a self-assessment of its own ES&H programs and shall provide a written report to the Government in accordance with CDRL A012. Generally, the Government will notify the Contractor in writing at least 30 calendar days prior to the Government's commencement of its ES&H assessment at the Contractor's workspace. However, the Government reserves the right to conduct an unannounced assessment.

C-2.7 SOUVENIR PLATES. Upon completion of the Contract, the Contractor shall prepare and deliver to the PMS 333, 20 engraved souvenir cut plates cut from the hull of the vessel located on the vessel where dismantling was conducted in accordance with CDRL A013 and provide the location on board the vessel where they were obtained.

Section Inspection and Acceptance

INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government

Section Deliveries and Performance

DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A

Section Contract Administration Data

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3	PAGE OF PAGES 1 110
2. CONTRACT NO.	3. SOLICITATION NO. N00024-12-R-4211	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 24 May 2012	6. REQUISITION/PURCHASE NO. N0002412NR54008		
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030		CODE N00024	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL:		FAX:		TEL:		FAX:

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

SOLICITATION

9. Sealed offers in original and _____ 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 (b)(6)	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (b)(6)	C. E-MAIL ADDRESS (b)(6)
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X	H	SPECIAL CONTRACT REQUIREMENTS	34 - 47	X	M	EVALUATION FACTORS FOR AWARD	104 - 110

OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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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
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL:		EMAIL:	
		(Signature of Contracting Officer)	

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

EXECUTIVE SUMMARYCV 59/63 Class Aircraft Carrier Towing, Dismantling and Recycling
Request for Proposal
N00024-12-R-4211

This Executive Summary is provided for informational purposes only and does not in any way modify or change the terms and conditions of the Request for Proposal (RFP).

Program Description.

This procurement is for the preparation and tow of multiple CV 59/63 Class Aircraft Carriers from Navy inactive ship facilities in Philadelphia, PA, Newport, RI and Bremerton, WA to the Contractor's facility in conformance with the U.S. Navy Tow Manual, complete dismantling of the vessels in the United States, removal and disposal of hazardous materials/wastes in accordance with applicable Federal, State, and local laws and regulations, and processing and sale of scrap and reusable equipment/material. Ownership of the vessels remain with the United States Navy until completely dismantled. It is anticipated that up to three contracts may be awarded and each contract shall be a five-year Indefinite Delivery/Indefinite Quantity contract with Firm Fixed Price Delivery Orders. The Contractor shall retain the proceeds of the sale of scrap and reusable equipment/material to offset its costs of performance. The estimated proceeds from the sale of the scrap and reusable equipment/material shall be factored into the price proposed to the Government. The hull and all portions of the structure of the vessels shall be demilitarized by reduction to scrap. Any and all weapons systems and communications equipment remaining on the vessels shall be demilitarized by complete destruction. The work shall be done at a facility with a Defense Security Services (DSS) security clearance at the CONFIDENTIAL level at minimum. The facility shall have such security clearance, or it shall be obtained, prior to Contract Award. Key personnel shall be U.S. citizens and shall have or obtain security clearances at the CONFIDENTIAL level at minimum prior to Contract Award.

The vessels immediately available for dismantling include:

Ex-FORRESTAL (AVT 59) located at INACTSHIPMAINTO Philadelphia, PA

Ex-SARATOGA (CV 60) located at Naval Station, Newport, RI

Ex-CONSTELLATION (CV 64) located at INACTSHIPMAINTO Bremerton, WA

Following Contract Award(s), all other employees, subcontractors, and other persons shall be U.S. citizens prior to obtaining access to the vessels and/or the area of the facility where the vessels will be dismantled. Any individuals with access to the third deck and below, or removed sections of the third deck and below before complete dismantling, shall possess individual security clearances at CONFIDENTIAL level at minimum. CV 59/63 Class Aircraft Carriers contain classified structure that will be demilitarized during the dismantling process. Therefore, the Contractor shall have facility controls in place to prevent physical access to the vessels and the area of the facility by non-US citizens or unauthorized persons. In dismantling these vessels, internal compartments, arrangements, and details of the vessels below the third deck shall not be observable by non-U.S. citizens or unauthorized persons. Access to any part of the vessels by non-U.S. citizens, or to areas at or below the third deck by unauthorized persons, or persons without a confidential security clearance, is prohibited. The Facility Security Officer (FSO) noted in section C-2.2.1.3 below shall maintain a current 100% listing of all persons having authorized access to the facility and the vessels.

Personal security clearances at the CONFIDENTIAL level are needed for pre-proposal inspection of the vessels at the third deck and below. However, no security clearance is necessary to inspect the vessels at the second deck and above. **Offerors shall inspect each of the three aircraft carriers immediately available for dismantling, and rely solely on their own inspections in determining the location of, and the method and extent of hazardous material removal and disposal required under applicable laws and regulations. The Government explicitly does not warrant that the data provided represents a complete and accurate depiction of the location and extent of all hazardous materials.**

This solicitation is an unrestricted full and open competition

SPECIAL NOTICE TO OFFERORS; AVAILABILITY AND USE OF DRAWINGS AND DATA

SOLICITATION: N00024-12-R-4211

PROGRAM: CV 59/63 Class Aircraft Carrier Towing, Dismantling and Recycling

For this solicitation package to be complete, Offerors will be provided the opportunity to access declassified general arrangement drawings for one or more of the aircraft carriers to be scrapped, Inactive Ship on-site Maintenance Office (INACTSHIPMAINTO) reporting letters with enclosures, pre-tow preparations accomplished by the government, and other available vessel specific documents. The drawings and data will be posted on the PMS 333 website address at www.navsea.navy.mil/teamships/inactiveships/Ship_Disposal.

Notice: A bid Guarantee is required with the submission of an offer; see Section H Clause 52.228-1, and the SF24 provided as an attachment to the RFP. The failure to furnish a bid guarantee in the proper form and amount with the submission of an offer may be grounds for rejection of the offer.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Towing and dismantling of one CV 59/63				
	FFP				
	Prepare for and accomplish the tow of the ex-FORRESTAL (AVT 59) from the government's location in Philadelphia, PA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material. FOB: Destination PURCHASE REQUEST NUMBER: N0002412NR54008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Towing and dismantling of one CV 59/63				
	FFP				
	Prepare for and accomplish the tow of ex-SARATOGA (CV 60) from the government's location in Newport, RI to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.				
	FOB: Destination PURCHASE REQUEST NUMBER: N0002412NR54008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Towing and dismantling of one CV 59/63				
	FFP				
	Prepare for and accomplish the tow of ex-CONSTELLATION (CV 64) from the government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material. FOB: Destination PURCHASE REQUEST NUMBER: N0002412NR54008				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DATA ITEMS				
	FFP				
	Data for Items 0001, 0002 and 0003 (See Contract Data Requirements List (CDRL) attached hereto). Not separately priced (NSP). Price included in items 0001, 0002 and 0003. FOB: Destination PURCHASE REQUEST NUMBER: N0002412NR54008				

NET AMT

SUPPLIES OR SERVICES AND PRICE

The Contractor shall furnish the Items in Section B when ordered by the Contracting Officer in accordance with the terms and conditions set forth in this Contract. Offerors shall propose a separate Firm Fixed Price for each of CLINs

0001, 0002 and 0003. The firm fixed price represents the net cost of performance, which factors in anticipated proceeds from the sale of scrap and reusable equipment/material for each CLIN as proposed/awarded. Prices for follow-on delivery orders, including corresponding towing, will be proposed by successful offerors when new delivery orders are solicited.

All scrap or reusable equipment/material removed from the vessels is required to be sold or disposed of no later than 90 days after completion of dismantling of each vessel. Estimated proceeds from sales should be factored into the price proposed to the Government. The Contractor shall use the sale proceeds to offset the cost of work performed under this Contract. The vessels shall be dismantled in the United States.

OFFERORS' INSPECTION OF EACH VESSEL OFFERED IN CLINS 0001, 0002 AND 0003 IS MANDATORY. EACH AUTHORIZED REPRESENTATIVE OF THE OFFEROR SHALL SIGN IN WITH THE INACTSHIPMAINTO REPRESENTATIVE AT THE TIME OF INSPECTION. OFFERORS WHO DO NOT INSPECT EACH VESSEL PRIOR TO SUBMISSION OF A PRICE PROPOSAL IN RESPONSE TO THIS RFP WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD OF ANY VESSEL. SECURITY CLEARANCES AT THE CONFIDENTIAL LEVEL ARE REQUIRED FOR PRE-PROPOSAL INSPECTION OF THE AIRCRAFT CARRIERS AT THE THIRD DECK AND BELOW. SECURITY CLEARANCES ARE NOT REQUIRED FOR PRE-PROPOSAL INSPECTION OF THE AIRCRAFT CARRIERS AT THE SECOND DECK AND ABOVE.

Ex-FORRESTAL (AVT-59) is physically located at the Inactive Ships on-site Maintenance Office (INACTSHIPMAINTO), Philadelphia, PA and ex-SARATOGA (CV 60) is physically located at the Naval Station, Newport, RI under INACTSHIPMAINTO Philadelphia custody. The INACTSHIPMAINTO Philadelphia point of contact is (b)(6)

Ex- CONSTELLATION (CV 64) is physically located at INACTSHIPMAINTO Bremerton. The INACTSHIPMAINTO Bremerton point of contact is (b)(6)

Offerors shall contact INACTSHIPMAINTO Philadelphia and Bremerton to arrange for vessel inspections at least five days in advance of the desired date. Offerors may obtain non-destructive environmental samples as necessary, consistent with INACTSHIPMAINTO procedures for the maintenance of vessels onboard hazardous materials.

The Government reserves the right to make awards based upon the funds available.

The Contractor shall own or have access to a facility with security clearance at the CONFIDENTIAL level at minimum, obtained from the Defense Security Service (DSS) prior to Contract Award. If the Contractor does not own or have access to a facility with security clearance at the CONFIDENTIAL level at minimum, the facility security clearance shall be obtained from the Defense Security Services (DSS). Key personnel shall be U.S. citizens and shall have or obtain security clearances at the CONFIDENTIAL level at minimum prior to Contract Award. Following Contract Award, all other employees, subcontractors, and other persons shall be U.S. citizens prior to obtaining access to the vessels and/or the area of the facility where the vessels will be dismantled. Any individuals with access the third deck and below, or removed sections of the third deck and below before complete dismantling, shall possess individual security clearances at CONFIDENTIAL level at minimum. If necessary, following evaluation and determination of Apparent Awardees, NAVSEA will sponsor the Apparent Awardees to DSS to apply for the necessary facility and key personnel security clearances.

All costs associated with meeting the requirements for, and obtaining, such security clearances shall be borne solely by the Apparent Awardees.

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

The entire Indefinite-Delivery/Indefinite-Quantity Contracts and delivery orders awarded thereunder are for firm fixed price Delivery Orders. Data requirements are not separately priced. Costs will be included within the priced line items. The Firm Fixed Price for each of CLINs 0001, 0002 and 0003, and follow-on delivery orders, represents the net cost of performance for each CLIN, and factors in anticipated proceeds retained by the Contractor from the sale of scrap and reusable equipment/material.

CLAUSES INCORPORATED BY FULL TEXT**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

Section C - Descriptions and Specifications

Section C - Descriptions and Specifications

STATEMENT OF WORK

PART 1: LINE ITEM DESCRIPTION AND GENERAL SCOPE OF WORK

PART 2: ADDITIONAL REQUIREMENTS

PART 3: GENERAL REQUIREMENTS

PART 1 – CONTRACT LINE ITEM DESCRIPTION AND GENERAL SCOPE OF WORK**C-1.1 CLIN DESCRIPTION.**

CLINS 0001, 0002and 0003. In accordance with the Section C Statement of Work: The Contractor shall prepare for and tow the CV 59/63 Class aircraft carrier from the INACTSHIPMAINTO location to the Contractor’s facility in the U.S. in conformance with the U.S. Navy Tow Manual. The Contractor shall complete the dismantling of the vessel in a secure facility in the United States, and remove and properly dispose of hazardous materials/wastes in accordance with applicable Federal, State, and local laws and regulations. The Contractor shall process and sell all scrap and reusable equipment/material removed from the vessel and shall retain the sale proceeds to offset its costs of performance. The Contractor shall ensure the stability of the vessel during the tow and dismantlement.

CLIN 0004. The Contractor shall prepare and submit all data requirements in accordance with the Contracts Data Requirements List (CDRL) and the Section C Statement of Work.

C-1.2 SCOPE OF WORK. The Contractor shall furnish the items specified in Section B of the Schedule in accordance with this Section and the requirements set forth in delivery orders issued by the Contracting Officer in accordance with the Section H clause entitled “Orders.” The Contractor shall provide all personnel, equipment, tools, vehicles, materials, facilities, supervision, and other industrial equipment and services necessary to meet the requirements of this Contract and perform the scope of work described, in a manner which is safe for workers and the environment, and complies with all applicable Federal, State and local laws and regulations. The Contractor shall provide evidence of continued availability of such facilities for the duration of the Contract period of performance by ownership, existing lease, or letter from the facility owners indicating a statement of intent to utilize such facilities for scrapping operations, as well as evidence that site specific permits are currently in effect or can be obtained prior to the start of subject Contract. The facility shall possess a minimum clearance level of CONFIDENTIAL prior to contract award.

The scope of work for dismantling and disposal of the vessel includes:

- Towing the vessel in conformance with the U.S. Navy Tow Manual, Appendix H, www.supsalv.org
- Dismantling of the vessel:
 - Establishing a schedule
 - Utilizing dry-dock, slip, or other method
 - Demilitarizing residual military equipment and property
 - Stripping of unique Government Property, if required
 - Completely scrapping the hull
- Hazardous material/waste removal and disposal
- Sale of scrap and reusable equipment/material

All work performed under this Contract shall be in compliance with applicable Federal, State, and Local laws and regulations. The Contractor shall have all valid permits and licenses necessary prior to performing the associated scope of work. The Contractor shall maintain valid permits and licenses throughout the period of performance of this Contract.

C-1.3 TOWING. The Contractor shall provide harbor clearance, ocean engineering and point-to-point towing services to ensure safe transport of the vessel from existing vessel location to the Contractor's facility in the U.S. for complete dismantling. The Contractor shall prepare and accomplish the towing of the vessel in conformance with the U.S. Navy Tow Manual SL740-AA-MAN-010 (<http://www.supsalv.org/pdf/towman.pdf>) using Appendix H for guidance. The towing vessel shall have a minimum bollard pull of 80 tons, tow wire of Extra Improved Plow Steel (EIPS) 2 ¼" or higher, preferred break strength of 660,000 lbs. The Contractor shall provide a written tow plan for the vessel in accordance with CDRL A001 at least 30 days prior to the proposed tow date. The tow plan shall be prepared by or approved by a reputable towing company with the capability of towing a CV 59/63 Class aircraft carrier. The Contractor shall notify the Contracting Officer within five (5) working days of the projected completion of towing preparations, so that an inspection can be conducted by the NAVSEA towing technical authority prior to the tow departure date. The Government shall not assume liability associated with delay of the Contractor's proposed tow date if the written tow plan is not provided in accordance with CDRL A001 at least 30 days prior to the proposed towing date, or if the Contractor fails to correct, prior to the Contractor's proposed towing date, any tow plan or tow preparation deficiencies identified by the NAVSEA towing technical authority.

C-1.4 DISMANTLING OF THE VESSEL. The Contractor shall completely dismantle the vessel in Section B of this RFP identified by delivery order in accordance with the requirements stated in this RFP.

C-1.5 SCHEDULE. The Contractor shall develop and implement a detailed schedule, including measurable milestones, to accomplish the Statement of Work. The Contractor's schedule for each of CLINs 0001, 0002 and 0003 as proposed shall be incorporated into the Contract as attachment J-3. Schedules for additional CV's for dismantling under CLINs 0001 through 0003 will be proposed by the Contractor when requested by the Contracting Officer for subsequent delivery orders. The schedule will include planned start and completion dates and a timeline for each phase of the dismantling, hazardous material removal and disposal in accordance with CDRL A002, including but not limited to, all tasks required for vessel dismantling including towing, demilitarization of residual military equipment and property, identification and safe removal & disposal of hazardous materials/wastes, vessel dismantling, scrap processing, and sale and shipment of scrap and reusable equipment/material. The schedule shall be used as the baseline schedule in developing the status and contract performance reports required in C-2.3.

C-1.6 DRY-DOCK, SLIP, OR OTHER METHOD. The Contractor shall implement plans, as described in the Operational Plan in [See Section C-1.9 below], for using dry-dock, slip or other method for dismantling the underwater hull in an environmentally safe manner. The plans shall include methods for ensuring vessel stability during the cutting process, final dismantlement of underwater hull, and measures to prevent flooding or sinking. In addition, plans shall include measures for preventing cutting slag and other contaminants from entering the water.

C-1.7 COMPLETE DISMANTLEMENT AND DEMILITARIZATION OF THE VESSEL. The Contractor shall completely dismantle and scrap all portions of the vessel structure. This will include the removal from the vessel, without replacement of all hull, inner bottom, bulkhead, deck and superstructure materials, as well as all between decks, longitudinal and transverse girders and frames, their associated webs, and floors. The term "hull" means the framework, including the keelsons, together with all decks and between decks, superstructures, tanks, inner & shell plating and bulkheads, but exclusive of main or auxiliary machinery, outfitings & furnishings and other auxiliary equipment. The term "scrap" means to reduce the property such that it has no value except for its basic material content. Final dismantlement and mutilation of the vessel shall be performed in such a manner that no considerable part of the vessel is left intact or undisturbed to the extent that it could be reconstructed or readily identified as an existing portion of the original hull or superstructure. Further, the hull and all portions of structure of the vessel at the third deck and below shall be reduced to scrap dimensions not exceeding five (5) feet. Upon completion of the Contract, the Contractor shall certify that the hull, and the equipment described herein, has been demilitarized in accordance with the requirements of C-1.7, C-1.8, and CDRL A003.

In addition to the requirement of reduced scrap having no single dimensions to exceed five (5) feet, for the region of the vessel from the third deck to the bottom plating and in board of the shell from frame 29 to frame 215, these additional scrapping requirements shall be imposed:

Removal and reduction to no greater than five (5) feet of any single dimension for all plating associated with transverse and longitudinal members, decks, between decks and bulkheads.

Removal of all markings from all plating.

Removal and reduction to no greater than five (5) feet of any single dimension for the innermost longitudinal bulkhead from the shell shall have all vertical stiffeners removed from the plating and vertical stiffeners themselves will be further reduced by cutting away the flanges from the web of each stiffener.

Removal and reduction to no greater than five (5) feet of any single dimension for all 3rd deck hatches, and the doors leading into the steering gear rooms, shall be fully destroyed by cutting into sections, removing hinges, and securing mechanisms such that remaining plate is not recognizable as a functional device.

C-1.8 DEMILITARIZATION OF RESIDUAL EQUIPMENT/SYSTEMS. The Contractor shall ensure that any and all weapons systems and communications equipment remaining onboard the vessel, such as guided missile launching systems, mounts and fire control systems, sonar domes, transducers and associated equipment, torpedo tubes, ASROC launchers, antennas, radar reflective material, wave guides and any other weapon systems are further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components. Sale or donation of this equipment for continued use is prohibited. Final dismantlement and mutilation as described above, and in C-1.7, will constitute demilitarization of the hull and required equipment. Upon completion of the Contract, the Contractor shall certify that the hull, and the equipment described herein, has been demilitarized in accordance with the requirements of C-1.7, C-1.8, and CDRL A003.

C-1.9 OPERATIONAL PLAN. The Contractor shall develop and implement a detailed Operational Plan for towing and dismantling the vessel, removing, and disposing hazardous materials/wastes, and sale of scrap and reusable items. This plan will be incorporated into the Contract as attachment J-2. The plan shall ensure compliance with the special security requirements in this Statement of Work and shall include measures to address any procedures and techniques to be used. In addition, the plan shall include measures to prevent flooding or sinking, including procedures for maintaining list, trim and stability while dismantling, environmental remediation, and recycling operations are being accomplished, and during the towing of the vessel, security throughout the performance period, and the prevention of cutting slag and other contaminants from entering the water.

C-1.10 REGULATED AND HAZARDOUS MATERIALS/WASTES REMOVAL AND DISPOSAL. The Contractor is responsible for all steps necessary to remove and dispose of all hazardous and regulated materials/wastes in compliance with all Federal, State, and local laws and regulations. Additionally, the Contractor is required to implement an effective Environmental Management Plan (EMP) described in the Contractor's proposal and incorporated in the Contract under attachment J-4. The plan should incorporate any pertinent information addressed in Environmental and Safety Information: Instructions, Terms and Conditions under attachment J-6. The Contractor shall provide the Government with legible copies of all hazardous and non-hazardous materials/wastes manifests, bills of lading, and all other waste shipping documents as part of the Final Project Report (CDRL A007). Upon completion of the work, the Contractor shall certify, in writing, that the Contractor has accomplished all hazardous material removal and regulated hazardous waste removal and disposal in compliance with all Federal, State, and local laws & regulations and in accordance with the requirements of CDRL A004.

C-1.11 ENVIRONMENTAL CONTROLS. The Contractor shall operate and maintain its facility in a manner that complies with all Federal, State, and Local environmental laws, regulations and instructions. The Contractor shall be responsible for obtaining all necessary licenses and permits, accomplishing all notification and manifesting requirements, complying with any applicable Federal, State, and Local laws and regulations, and taking any necessary corrective actions resulting from work performed under this Contract. Upon the Government's request, the Contractor will provide copies of licenses and permits to the Government. The Contractor shall use only transporters and treatment, storage, and disposal facilities with valid permits. The Government will not be a co-permittee on any permits obtained by the Contractor or a co-generator of any waste material. In the event environmental laws or regulations change during the term of this Contract, the Contractor is required to comply as such laws or regulations come into effect. If there is an increase or decrease in cost as a result of the change, the

Contractor shall inform the Administrative Contracting Officer (ACO) pursuant to notice requirements of FAR 52.243-7, "Notification of Changes."

The Contractor shall provide the ACO with copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract within 24 hours of receipt in accordance with the requirements of CDRL A005. This shall include but not be limited to: Immediate notification of any regulatory agency inspection conducted, Contractor summarization of the regulatory agency inspection and results, and immediate notification of any Notice of Violations, citations, or cautionary notices received from regulators during the reporting period, relating to the performance of this Contract.

C-1.11.1 Environmental Inspections. The Contractor's workspace may be inspected periodically by Federal, State or local regulatory inspectors for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance as requested by Federal, State, and local regulatory inspectors.

C-1.11.2. Spill and Incident Reporting. The Contractor shall record and immediately report to the ACO, all available facts relating to a regulatory agency reportable spill or incident in accordance with CDRL A006.

C-1.12 SAFETY AND HEALTH PROGRAM. All work shall be conducted in a safe manner and shall comply with all requirements specified throughout the Contract and applicable Federal, State, and local laws & regulations. The Contractor shall furnish all safety equipment in accordance with Federal, State, and local laws and regulations. The Contractor shall implement the **Safety and Health Management Plan**, described in the Contractor's proposal and incorporated into the Contract as attachment J-5, in compliance with applicable Federal, State, and local laws and regulations. The plan shall provide for the safe work environment of Contractor Personnel and ensure protection of Government property. All subcontractors shall comply with the Contractor's Safety and Health Management Plan. In the event of an accident/mishap, the Contractor shall take reasonable and prudent action to establish control of the accident/mishap scene, prevent further damage to persons or property, and preserve evidence until released by the accident/mishap investigative authority.

The Contractor shall provide the ACO with copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract in accordance with the requirements of CDRL A005. This shall include but not be limited to: Immediate notification of any regulatory agency inspection or visit conducted and Contractor summarization of the regulatory agency inspection and results, of any Notice of Violations, citations, or cautionary notices received from regulators relating to the performance of this Contract.

The Contractor's workspace may be inspected periodically by Federal, State or local regulatory inspectors for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance as requested by Federal, State, and local regulatory inspectors.

C-1.12.1 Safety Administration. Prior to commencing work, the Contractor shall meet in conference with the Administrative Contracting Officer (ACO) and the Program Office (PMS 333) to discuss and develop an understanding of the administration of their Safety and Health Management Plan.

C-1.12.2 Safety Inspections. The Contractor's workspace may be inspected periodically for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor will provide assistance to Federal and State regulatory inspectors.

C-1.12.3 Accident and Injury Reporting. The Contractor shall record and immediately report to the ACO, all available facts relating to injury to either Contractor or Government personnel or each instance of damage to Government property in accordance with CDRL A006. The Contractor shall provide the ACO with a copy of any report to a regulatory agency of accidents or incidents that occur during the performance of this Contract, and copies of the OSHA 300 Log as part of the Final Project Report (CDRL A007).

C-1.13 SALE OF SCRAP AND REUSABLE EQUIPMENT/MATERIAL. The Contractor is required to sell or dispose of any scrap and reusable equipment/material removed from the ship no later than 90 days after completion

of dismantling of the ship. The Contractor shall report the quantity of scrap and reusable equipment/material recovered for resale in the Contract Performance Report (C-2.3.2) in accordance with the requirements of CDRL A007 and A008. The Contractor shall retain the proceeds from the sale of the scrap and reusable equipment/material from the vessel being dismantled in accordance with 10 U.S.C. § 7305a and shall apply them to the cost of performance of the contract.

PART 2 – ADDITIONAL REQUIREMENTS

C-2.1 SECURITY

C-2.1.1 Facility Security Requirements. The Contractor shall own or have access to a facility that meets the applicable requirements of the National Industrial Security Program Operating Manual (DoD 5220.22-M), including but not limited to, physical and visual security fencing, waterside security measures, 24-hour security protection, and special security and procedural requirements as outlined below.

The Contractor shall own or have access to a facility with security clearance at the CONFIDENTIAL level at minimum, obtained as necessary from the Defense Security Services (DSS) prior to Contract Award. Key personnel shall be U.S. citizens and shall have or obtain security clearances at the CONFIDENTIAL level at minimum prior to Contract Award. Following award, all other employees, subcontractors, and other persons shall be U.S. citizens prior to obtaining access to the vessel and/or the area of the facility where the vessel will be dismantled. Any individuals to access the third deck and below, or removed sections of the third deck and below before complete dismantling, shall possess individual security clearances at CONFIDENTIAL level at minimum. Once dismantling on the third deck and/or below commences, or any secured hatch on the third deck and/or below is planned to be opened, all individuals which have access to the third deck and below, or removed sections of the third deck and below before complete dismantling, shall possess individual security clearances at CONFIDENTIAL level at minimum. If necessary, following evaluation and determination of award(s), NAVSEA will sponsor the Apparent Awardees to DSS to apply for the necessary security clearances. **All costs associated with meeting the requirements for, and obtaining, such security clearances shall be borne solely by the Apparent Awardee.**

The CV 59/63 Class aircraft carriers contain classified structure that will be demilitarized during the dismantling process. Therefore, the Contractor shall have facility controls in place to prevent physical access to the vessel and the area of the facility by non-US citizens or unauthorized persons. In dismantling the vessel, internal compartments, arrangements, and details of the vessel below the third deck shall not be observable by non-U.S. citizens or unauthorized persons. Access to any part of the vessel by non-U.S. citizens, or to areas at or below the third deck by unauthorized persons, or persons without a confidential security clearance, is prohibited. The Facility Security Officer (FSO) noted in section C-2.2.1.3 below shall maintain a current 100% listing of all persons having authorized access to the facility and the vessel.

Unless approved in writing in advance by ACO, no imaging devices of any type (including camera equipped cellular telephones) shall be permitted inside the facility's control barriers. U.S. citizen-only regulatory agency personnel may enter the facility; however, imaging devices are not permitted. U.S. citizen-only regulatory agency personnel should register with the FSO upon Contract Award or earliest opportunity in order to facilitate unannounced regulatory inspections.

The Contractor shall establish a system of checks, inspections, surveys, and assessments to ensure facility physical security is maintained.

The Contractor shall provide and maintain written plans and operating procedures for all facility physical security programs submitted as part of the operational plan.

The Contractor shall notify the ACO of any changes at the Contractor's facility affecting the physical security within 24 hours in accordance with CDRL A009.

Upon Contract Award, the Contractor shall provide the ACO with the current 100% listing of all persons having authorized access to the facility and the vessel, along with validation of active status of individual CONFIDENTIAL security clearances in accordance with the requirements of CDRL A010. Changes to this listing shall be provided to the ACO within 24 hours.

C-2.1.2 Contractor Security Clearance Requirements. All Contractor and subcontract employees, consultants, and other persons with access to the vessel and/or the area of the facility where the vessel will be dismantled, shall be U.S. citizens. Any individuals to access the third deck and below, or removed sections of the third deck and below before complete dismantling shall possess individual security clearances at CONFIDENTIAL level at minimum, prior to obtaining such access and maintain it throughout the Contract period of performance.

C-2.1.3 Security Management Plan. The Contractor shall implement a Security Management Plan to meet the objective requirements stated in paragraphs C-2.1.1 and C-2.1.2 above, including how the Contractor will ensure that such Confidential security clearance for personnel and facility will be maintained throughout the Contract period of performance, physical facilities and the vessel is secure at all times, that the facility maintains a CONFIDENTIAL security clearance (DD Form 254) throughout the Contract period of performance, that procedures to prohibit photographic capability (i.e., photos, cell phones with photo capabilities, etc.) are established, that 24-hour security of all dismantlement facilities are maintained, and that authorized personnel are controlled throughout the period of performance. This plan shall be incorporated into the Contract as attachment J-7, Security Management Plan.

C-2.2 CONTRACTOR PERSONNEL. In addition to the Contractor security clearance requirements specified in section C-2.1.2, the Contractor shall employ qualified personnel who are capable of performing the requirements of the contract, including subcontractors and key personnel. Contractor personnel, including subcontractor personnel and consultants, shall be sufficient to accomplish the scope of work. In addition, the Contractor shall employ and maintain the appropriate personnel and organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements hereunder.

C-2.2.1 Key Personnel. The Contractor shall provide the following full-time on-site key personnel in their management organization: Project Manager; Environmental, Safety & Health Manager(s); and Facility Security Officer (FSO). The replacement of any key personnel identified in the Contractor's technical proposal shall require approval by the Government. The key personnel shall be U.S. citizens and shall have or obtain individual security clearances at the Confidential level at minimum prior to contract award.

C-2.2.1.1 Project Manager. The Contractor shall provide a full-time on-site Project Manager responsible for the performance of work required under this statement of work. Additionally, the Project Manager is responsible for submitting all reports, as well as those called out in Section C-2.3 and CDRL A007 and CDRL A008. The Project Manager shall have the education and/or years of experience as a Project Manager of a similar project necessary to indicate the capability to perform the Project Manager responsibilities required under this Statement of Work. Desired Project Manager Qualifications are as follows:

B.S. in Engineering plus a five (5) years experience as a Project Manager of a similar project, or ten (10) years experience as a Project Manager of a similar project. Experience should be in a heavy industry marine activity related to vessel dismantling, construction, or repair.

C-2.2.1.2 Environmental, Safety & Health Manager. The Contractor shall provide a full-time on-site Environmental, Safety & Health (ES&H) Manager who will be responsible for all environmental and occupational safety matters pertaining to this Contract. The ES&H Manager will report directly to the Project Manager responsible for the performance of work required under this statement of work. The Contractor may provide no more than two separate personnel for this function if environmental and occupational safety & health responsibilities are to be shared by two people. The ES&H Manager shall have the education and/or years of experience as an ES&H Manager in a similar project necessary to indicate the capability to perform ES&H Manager responsibilities required under this Statement of Work. Desired Environmental, Safety, & Health Manager Qualifications are as follows:

B.S. in Engineering, Environmental Sciences or Industrial Hygiene plus five (5) years experience as an Environmental and Safety and Health Manager, or ten (10) years experience as an Environmental and Safety and Health Manager. Experience should be in a heavy industry marine activity related to vessel dismantling, construction, or repair. If two persons are proposed, the desired Environmental Manager qualifications are a B.S. in Engineering or Environmental Sciences plus five (5) years experience as an Environmental Manager, or ten (10) years experience as an Environmental Manager; and the desired Safety & Health Manager qualifications are B.S. in Engineering or Industrial Hygiene plus five (5) years experience as a Safety and Health Manager, or ten (10) years experience as a Safety and Health Manager.

C-2.2.1.3 Facility Security Officer. The Contractor shall provide a full-time on-site Facility Security Officer (FSO) who shall be responsible for all security matters pertaining to this Contract, including being accountable for ensuring maintenance and compliance with DSS CONFIDENTIAL facility security requirements. The FSO shall also be responsible for ensuring that all Contractor and subcontract employees and consultants with access to the vessel and the area of the Contractor's facility where the vessel is being dismantled are U.S. citizens and possess active security clearances at minimum at the CONFIDENTIAL level throughout the performance of the contracted work. The FSO shall be DSS Academy certified prior to Contract Award. The FSO will report directly to the Project Manager responsible for the performance of work required under this statement of work. The FSO shall have the years of experience as an FSO at a contractor's facility performing work under a government contract necessary to indicate the capability to perform FSO responsibilities required under this Statement of Work. The desired Facility Security Officer Qualifications are as follows:

Five (5) years experience as a Facility Security Officer at a contractor's facility performing work under a government contract.

C-2.2.2 Contractor Employees. The Contractor shall ensure that all employees, subcontractors, consultants, or visitors are covered by valid certified professional Marine Chemists, Industrial Hygienists, Environmental, Safety and Health Specialists as necessary, before any work commences or continues under the contract and throughout duration of its performance.

C-2.2.3 Employee Training and Certification. The Contractor shall provide classroom and on-the-job training required to ensure all workers and subcontractors are ready for access to areas of abatement, remediation, environmental, dismantling and recycling work on the vessel or in the facility. The Contractor shall maintain all records on-site for training, certification, and clearances as applicable for all workers and subcontractors.

C-2.3 STATUS REPORTS.

C-2.3.1 Weekly Report. The Contractor shall provide a written weekly report in accordance with the requirements of CDRL A007 to the onsite Government representative and Administrative Contracting Officer (ACO) highlighting the Contractor's key work activities performed in the past week, work planned in the coming week, materials removed, any security violations, and any deviations from planned schedules and budgets. The Government reserves the right to reject weekly reports if inadequate information is provided and require resubmission of a report that meets the contract's requirements.

C-2.3.2 Contract Performance Reports. The Contractor shall provide written contract performance reports in accordance with the requirements of CDRL A008 at the 25%, 50%, 75% and 100% point based on contract schedule, inclusive of scrap processing and shipments. The Government reserves the right to reject the proposed cost reporting format if it does not provide equivalent information. The reports shall consist of a concise, executive level summary of all technical activities performed under the Contract during the reporting period. Specific areas of interest shall include difficulties encountered during the reporting period and corrective actions taken, an updated production schedule, and the Contractor's self-assessment of its compliance with its Operational Plan and Security Plan, and with Federal, State and local laws and regulations. The reports shall include any changes of key personnel concerned with the project. The reports shall also address the following:

1. Progress achieved since the previous progress report including status of hazardous material removal and disposal, tonnage of scrap and equipment removed, and identification of the deck to which the vessel has been dismantled. Also, identify the percentage of completion of removal and dismantling work on each vessel.
2. Quantity and type of hazardous waste shipped for disposal during the contract work period.
3. Progress in correcting any deficiencies identified by Navy or regulatory agency inspections.
4. Notification of any regulatory agency inspection conducted, of any official notices of violation, citations, or cautions received from regulators during the contract work period. Also, notification of any other documentation relating to Federal, state, or local administrative or legal actions arising under or relating to the Contract.
5. Identification of problems relating to timely completion of the Contract.
6. Status of outstanding permits/licenses required for performance of the Contract and status of any existing permits/licenses due to expire within 90 days of the Progress Report.
7. Advance notice of commencement of project activities that will require notification to any regulatory agency by the Contractor or any of its subcontractors.
8. Man days and costs expended to date.
9. Scrap and reusable item sale proceeds received to date.
10. Lessons learned.

The Contractor shall propose the report format within 45 days after award. The Government reserves the right to reject the proposed cost reporting format if it does not provide equivalent information. Once approved, the Contractor shall use a consistent reporting format throughout the Contract.

The Contractor agrees to maintain all books, records detailing Contract expenses and revenue, and other documents used to perform the Contract and make such documents available to the Government for review and audit. The Contractor shall further maintain such records for a period of two (2) years after Contract completion or for such a time as the Contractor, for its own purposes, retains such books, records, and other documents, whichever is longer.

C-2.4 NOTIFICATION OF ITEMS FOUND ONBOARD. During the performance of the Contract, in the event that the Contractor discovers items onboard the vessel such as classified documents, photographs, other documents, drawings or other information, the Contractor will immediately notify, in accordance with the requirements of CDRL A011, the ACO of the items found and their location on the vessel. These items shall be safe guarded and turned over to the ACO.

C-2.5 OFFICE FACILITIES. The Contractor shall provide on-site office facilities and services for use by Government representatives and the Government Contract administration and oversight organization. The facilities and services shall be equal to and separate from those provided by the Contractor for its use for generally similar purposes. The Contractor shall also provide a minimum of two (2) desks, two (2) chairs, two (2) high-speed internet connection ports, two (2) telephone lines and equipment, and one (1) conference table with seating for ten (10) people. The Contractor shall provide two (2) parking spaces at the Contractor's facility for use by the Government. The Contractor shall provide, maintain and make available to Government representatives a copier/scanner at the Contractor's facility. The Contractor shall include in the Contract price the full cost of providing all office facility requirements for use by Government representatives.

C-2.6 Environmental, Safety and Health, and Security

C-2.6.1 Environmental, Safety and Health Administration: Prior to beginning work, a formal "kick off" meeting will be conducted by the Government. The Contractor shall meet with Government representatives, including the COR, to discuss and develop an understanding of the administration of the Contractor's Environmental, Safety and Health Management, Operational, and Security Plans.

C-2.6.2 Environmental, Safety and Health, and Security Self-Assessments: The Government reserves the right to conduct periodic ES&H and Security evaluations at the Contractor's facility, to ensure Contractor compliance with the ES&H and Security requirements of the Contract. The Contractor shall conduct a self-assessment of its own

ES&H and Security programs and shall provide a written report to the Government in accordance with CDRL A012. Generally, the Government will notify the Contractor in writing at least 30 calendar days prior to the Government's commencement of its ES&H and Security assessment at the Contractor's workspace. However, the Government reserves the right to conduct unannounced assessments.

C-2.7 SOUVENIR PLATES. Upon completion of the Contract, the Contractor shall prepare and deliver to PMS 333, twenty (20) engraved souvenir plates cut from the hull of the vessel in accordance with CDRL A013 and provide the location on board the vessel where they were obtained.

PART 3 - GENERAL REQUIREMENTS

C-3 NAVSEA (HQ) CLAUSES

MINIMUM INSURANCE REQUIREMENTS

- (a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).
- (b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

NOTE: The above requirements are in addition to those insurance requirements contained in SECTION H, LIABILITY and ADDITIONAL INSURANCE REQUIREMENTS; EFFECT OF LOSS OR DAMAGE TO GOVERNMENT VESSEL.

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ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NAVSEA Solicitation No. N00024-12-R-4211.

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

DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)

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

FACILITIES NOT TO BE GOVERNMENT-FURNISHED (CT) (NAVSEA) (SEP 2009)

The Contractor's obligation to perform this contract is in no way conditioned upon the providing by the Government of any facilities, except as may be otherwise expressly provided herein. Accordingly, no such facilities shall be either acquired by the Contractor for the account of the Government or furnished to the Contractor by the Government hereunder. For the purpose of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR 2.101, FAR 45.101 and DFARS 245.101.

PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or

function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

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

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

(1) The support contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

Section D - Packaging and Marking

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MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: (b)(6)

(Name of Individual Sponsor)

PMS 333

(Name of Requiring Activity)

WASHINGTON NAVY YARD, DC

(City and State)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government

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52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

- (a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.
- (b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

(End of clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

CLIN 0004 Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements Lists, DD Form 1423.

Section F - Deliveries or Performance

Orders under this Contract shall be issued during the period commencing with the effective date of any resultant contract through sixty (60) months.

The contractor shall accomplish CLIN 0001, 0002 and 0003, and any successive delivery orders, in accordance with the schedule proposed by the contractor and incorporated into the contract. Towing and dismantling are to be completed within 24 months of award of the order for each ship. All scrap and reusable equipment/material removed from the ship is required to be sold or disposed of no later than 90 days after completion of dismantling of the ship. Schedules for each successive delivery order shall be proposed by the contractor and incorporated into each order in accordance with the clause in Section H entitled "ORDERS".

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

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52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

- (a) The term "f.o.b. destination," as used in this clause, means--
 - (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be

delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT. (FEB 1999)

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

- (1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and
- (2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:
 - (i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.
 - (ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.
 - (iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

(a) Upon receipt of shipping instructions, as provided in this contract, the supplies to be included in any carload shipment by rail shall be loaded, blocked, and braced by the Contractor in accordance with the standards published by the Association of American Railroads and effective at the time of shipment.

(b) Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

(c) The Contractor shall be liable for payment of any damage to any supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.

(d) A copy of the appropriate pamphlet of the Association of American Railroads may be obtained from that Association.

(End of clause)

Section G - Contract Administration Data

Section G - Contract Administration Data

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE
REPRESENTATIVE:

COMMANDER
ATTN (b)(6)
NAVAL SEA SYSTEM COMMAND
1333 ISAAC HULL AVENUE SE STOP 2030
WASHINGTON NAVY YARD DC 20376
Telephone No (b)(6)
Fax No. 202-781-4637
Email Address (b)(6)

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INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <https://wawftraining.eb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices shall self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document(s) (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>N62786</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N62786</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>TBD</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>N/A</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be

encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

(b)(6)

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact (b)(6)

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52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered

into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section H - Special Contract Requirements

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENT

LIABILITY AND ADDITIONAL INSURANCE REQUIREMENTS; EFFECT OF LOSS OR DAMAGE TO GOVERNMENT VESSEL.

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, loss or damage to all employees, persons, and property during the performance of the contract. Prior to accepting custody of a vessel to be towed, the Contractor will inspect the vessel to satisfy itself that the vessel is in a seaworthy condition and in all respects suitable for towing. Once the Contractor accepts custody of the vessel to be towed, it does so on an “as is, where is” basis; the Government gives no warranties, express or implied, regarding the vessel’s seaworthiness or suitability for towing.

(b) The Government shall not be responsible for loss of or damage to the property of the Contractor or others, or for injury to or death of the Contractor’s officers, agents, employees, or other persons arising from or incident to performance of this contract. The Contractor shall indemnify, save harmless and defend the Government from and against all claims, demands, actions, liabilities, consequential damages, judgments, costs, and attorneys’ fees arising out of, claimed on account of, or in any manner predicated upon, the injury, death, property damage (including damage to the environment or natural resources) caused by or resulting from the Contractor’s (including the Contractor’s agents or employees, or any subcontractor, or its agents or employees) removal and towing and dismantlement of the vessel(s), removal and disposition of hazardous materials/waste, sale or disposition of scrap and/or reusable equipment, possession or use of scrap and/or reusable equipment by the Contractor or others, or other actions by the Contractor in performance of this contract.

(c) The Contractor’s obligation to indemnify under this clause shall not exceed the sum of \$2,000,000, or the limits of the applicable insurance policy or performance bond whichever is greater, as a consequence of any single occurrence with respect to any one vessel.

(d) In addition to the minimum insurance requirements stated in the clause entitled “Minimum Insurance Requirements” contained in Section C of this contract, and unless otherwise directed by the Government, the Contractor (and its subcontractors as necessary) shall obtain and maintain additional insurance to insure the performance of its obligations under paragraph (b) of this clause, including at a minimum the following: customary liability Protection and Indemnity (P&I) marine insurance coverage, including Tower’s Liability Insurance on the towed vessel(s), to cover all marine liabilities including third-party claims, crew injuries, and pollution claims.

(e) In addition to the insurance coverage required by paragraph (d), the Contractor is also obligated to provide sufficient casualty, accident, and liability insurance on all industrial activities at the Contractors facility.

(f) Each such insurance policy shall name the United States of America as an additional named insured.

(g) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(h) The cost of the insurance required by paragraph (d) of this clause is included in the price proposed by the Contractor for this contract.

(i) In the event of loss of or damage to any government vessel(s) being transported under this contract, which loss or damage may reduce the remaining scope of work that can be performed under the contract with respect to those vessel(s), the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either –

- (1) Modify the contract appropriately, consistent with the reduced performance requirements reflected by the loss or damage; or
- (2) Terminate the contract under the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)" (FAR 52.249.2).

NO CLAIM FOR SALVAGE

Should a Government vessel break away from the towing vessel during the course of towage service, the towing vessel shall stand by and render all necessary and reasonable services for saving the Government vessel and reconnecting the towline and shall make no salvage claim.

PROCEDURES/CRITERIA FOR FOLLOW-ON TASK ORDERS

Follow-on orders placed under this contract will be made in accordance with guidance in FAR 16.505(b). The criteria in order of importance for follow-on awards are cost/price, past performance on earlier task orders and schedule. In addition, the Contracting Officer may consider other factors that are relevant to the award of follow-on task orders. For each new order, offerors will provide a schedule and cost/price proposal.

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5252.216-9110 ORDERS (FIXED-PRICE) (JAN 2008)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;

- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth either the firm contract price or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) set forth any discount offered for prompt payment;
- (9) be dated;
- (10) be identified by number in accordance with DFARS 204.7004;
- (11) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (12) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (13) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (14) be issued on an SF 26 or a DD Form 1155; and
- (15) set forth any other pertinent information.

(c) Firm Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until a firm priced order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a price proposal for the work specified in the order. The Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, if required, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The price and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

- (i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or
- (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the

limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

Federal Procurement Data System – Next Generation (FPDS-NG) Contract Action Reports (CARs) have replaced DD350s. The procuring and administrative contracting officers are responsible for the submission and accuracy of CARs. CARs are not required to be submitted to NAVSEA.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

<u>Item</u>	<u>Funds</u>
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CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) IDENTIFICATION OF HAZARDOUS WASTES

of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) GENERATOR IDENTIFICATION NUMBERS

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be \$2,000,000.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.228-11 PLEDGES OF ASSETS (JAN 2012)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form); and/or

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at http://www.justice.gov/enrd/ENRD_Assets/Title_Standards_2001.pdf. This title evidence must show fee simple

title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993

Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision,

International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (NOV 2006)

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

"Original contract price" - For purposes of establishing penal amounts, the original contract price is defined as the sum of the price under the "Amount" column in Section B for Contract Line Item Number(s) at contract award; or for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to \$2,000,000 and a payment bond (Standard Form 1416) in an amount equal to \$2,000,000.

- (c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days of Contract Award but in any event, before starting work. Failure to provide the bonds may result in a termination for default.
- (d) The Government may require additional performance and payment bond protection when the contract price is increased, including option exercise. The Government may secure additional protection by directing the Contractor to increase the penal amounts of the existing bonds or to obtain additional bonds.
- (e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds on notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, N.W., 2nd Floor, West Wing, Washington, DC 20227
- (f) The surety or sureties of such bonds shall be acceptable to the Contracting Officer in accordance with the requirements of FAR Subpart 28.2. If the Contractor chooses to submit a permissible alternative type of security listed in FAR 28.204 in lieu of a corporate or individual surety for the bond, the Contractor shall utilize the appropriate bond forms (i.e., SF 1418 and SF 1416), together with the alternative security. In accordance with FAR 28.204, the Contractor shall execute the bond forms as principal and a statement shall be incorporated in the bond form pledging the security.

(End of Clause)

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.

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

- (a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.
- (b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for 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;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel 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 after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

(a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)

The Contractor shall provide necessary tug and pilot services to move the vessel(s) from the fairway of the plant to the pier or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011

52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.227-17	Rights In Data-Special Works	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.236-7	Permits and Responsibilities	NOV 1991
52.237-1	Site Visit	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	JUN 2011
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	FEB 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	SEP 2011
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	MAY 2011
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

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52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or

task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **60 months thereafter**.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **one carriers**(insert dollar figure or quantity), 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 **six carrier**

(2) Any order for a combination of items in excess of **six carriers** 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 **60** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

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

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

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

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above,

advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contract shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

252.246-7001 WARRANTY OF DATA (DEC 1991)

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this

contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may--

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may - within a reasonable time of the refusal or failure--

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor

whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

- (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL _____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

List of Documents, Exhibits and Other Attachments

(a) The following documents, exhibits, and other attachments form a part of this contract:

J-1 Contract Data Requirements List, DD Form 1423, Exhibit A and General DD Form 1423 Glossary, 7 pages.

J-2 Operational Plan (Section C-1.9) [to be incorporated at the time of award]

J-3 Schedule for CLIN (Section C-1.5) [to be incorporated at the time of award]

J-4 Environmental Management Plan (Section C-1.10 and C-1.11) [to be incorporated at the time of award]

J-5 Safety and Health Management Plan (Section C-1.12) [to be incorporated at the time of award]

J-6 Environmental and Safety Information, Instructions, Terms and Conditions

J-7 Security Management Plan (Section C-2.1.3) [to be incorporated at the time of award]

J-8 Past Performance Questionnaire

(b) Attachments Incorporated into each Contract/Delivery Order

(1) The contracts/delivery orders awarded as a result of this solicitation shall consist of the following sections of this solicitation, and the documents, exhibits, and attachments described in the paragraph below:

- (i) Part I The Schedule (Sections A through H)
- (ii) Part II Contract Clauses (Section I)
- (iii) Part III List of Documents, Exhibits and other Attachments (Section J)

(a) (2) Part IV of the solicitation shall not be incorporated physically into the contracts/delivery orders, however, Section K, "Representations, Certifications and Other Statements of Offerors" shall be retained in the contract file, and acceptance of a proposal under this contract shall incorporate Section K by reference in the resultant contracts/delivery orders.

Section K - Representations, Certifications and Other Statements of Offerors

REPRESENTATION

In order to facilitate transition to the new Online Representation and Certification Application (ORCA) at <http://orca.bpn.gov>, the representation and certifications applicable to this solicitation are grouped into two categories: 1) Individual ORCA Representation and Certifications, and 2) Contract Specific representations and Certifications. How you complete the provision at 52.204-8 below will determine what representations and certifications you need to complete for this solicitation.

All Offerors shall indicate in the solicitation provision at 52.204-8, Annual Representations and Certifications, below, whether or not they have provided representations and certifications electronically via ORCA. All Offerors shall complete the Contract Specific Representations and Certifications.

Offeror's who check paragraph (b) (2) (ii) of 52.204-8 and have completed the annual representations and certifications electronically via ORCA shall only complete the Contract Specific Representations and certifications below. Offeror's who check paragraph (b) (2) (ii) of 52.204-8 and have not completed the annual representations and certifications electronically via ORCA shall complete both Representations and Certifications below.

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52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this

provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:.....

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2012)

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

(2) The small business size standard is 336611/

(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, or 2010.

(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 Sanctioned Activities Relating to Iran--Representation and Certification. 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:

(Contracting Officer check as appropriate.)

(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
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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)

CLAUSES INCORPORATED BY FULL TEXT

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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 [ballot], have not [ballot], 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY REFERENCE

52.219-1	Small Business Program Representations	APR 2012
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.223-4 Recovered Material Certification

MAY 2008

CLAUSES INCORPORATED BY FULL TEXT

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to _____ (Contracting Officer complete in accordance with agency procedures).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (OCT 2008)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it--

is is not a historically black college or university;

is is not a minority institution.

(End of provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked ``Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
---	---

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)-----

(Country of Origin (If known))-----

(End of provision)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (OCT 2010)

- (a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.
- (b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if--
- (1) The offer exceeds \$12.5 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--
 - (i) Exceeds \$650,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
 - (c) Information to be reported includes that for--
 - (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
 - (d) The offeror shall submit the report using--
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
 - (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished			Name of Person Asserting
With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.207-1	Notice Of Standard Competition	MAY 2006
52.214-34	Submission Of Offers In The English Language	APR 1991
252.211-7002	Availability For Examination Of Specifications, Standards, Plans, Drawings, Data Item Descriptions, And Other Pertinent Documents	DEC 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice Of Progress Payments	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to PMS 333 or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contracts which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contracts or for a period after completion of the "support" contracts. Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contracts, the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(e) If the Offeror determines that a potential organizational conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates up to three awards of Firm Fixed Price Indefinite-Delivery/Indefinite Quantity contracts 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)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Timothy Starker, Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(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):

<http://farsite.hill.af.mil/>

<http://farsite.hill.af.mil/VDFARA.HTM>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

www.navsea.navy.mil/teamships/Inactiveships/Ship_Disposal

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)

(a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.

(b) This solicitation contains military, federal and non-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.

(c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. Offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED	SPEC/STD PROPOSED
(Including number, rev. and date)	

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

(d) The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion. It is requested that all recommendations be submitted within _____ days from the date of this solicitation.

Acceptance by the Government of alternative specifications or standards does not obligate the Government to conduct discussions under this solicitation.

FACILITY SECURITY CLEARANCE (NAVSEA) (FEB 2012)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Security Service at the confidential level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide the information required by DFARS 252.211-7005, paragraph (c).

USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

(1) Any item of supply that is available in the commercial marketplace;

(2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or

(4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:

(i) is not yet in use; or

(ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e., end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The

intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

SPECIAL PROPOSAL RECEIPT REQUIREMENTS (NAVSEA) (SEP 2009)

(a) NAVSEA HQ is located at the Washington Navy Yard (WNY) where access is strictly limited in accordance with Naval District Washington (NDW) security regulations. It is recommended that proposals be mailed in accordance with RFP instructions. In the event you prefer to hand carry your proposal, ensure adequate time has been allowed by your representative to accommodate the additional security procedures. Detention at a NDW gate or failure to adhere to the procedures provided herein will not be considered an exception to timely proposal delivery as addressed in FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions.

(b) Offerors hand carrying proposals shall call the contracting officer or contract specialist at least 48 hours prior to arriving at the WNY to make arrangements. Offerors with proper credentials (CAC or NAVSEA badge) can enter the WNY via the Isaac Hull off M Street SE. other offerors must go to the O Street Gate to obtain a pass from the WNY Pass Office. If driving a vehicle the vehicle must have valid DOD sticker or the offeror must go to the O Street Gate and obtain a vehicle pass from the WNY Pass Office. Vehicles entering NDW are subject to random searches. Packages should not be sealed as they are subject to inspection. Classified material shall be prepared in accordance with current security requirements. The contracting officer or contract specialist may receive the proposal and provide the offeror a receipt with the time and date of delivery.

(c) All offerors shall mark each RFP package with the name of the contracting officer and the contract specialist, their codes and phone numbers. In the event you have not been provided with this information contact the person listed in block 5 of the SF 26 or block 7 of the SF 33.

(b)(6) Contracting Officer

Nava l Sea System Command HQ

1333 Isaac Hull Ave SE

Washington Navy Yard DC 20376.2030

(b)(6)

INSTRUCTIONS

SECTION L-3 ADDITIONAL INSTRUCTION TO OFFERRORS

1.0 GENERAL

This procurement is for the preparation and tow of multiple CV 59/63 Class Aircraft Carriers from Navy inactive ship facilities in Philadelphia, PA, Newport, RI and Bremerton, WA to the Contractor's facility in conformance with the U.S. Navy Tow Manual, complete dismantling of the vessels in the United States, removal and disposal of hazardous materials/wastes in accordance with applicable Federal, State, and local laws and regulations, and processing and sale of scrap and reusable equipment/material. Ownership of the vessels remains with the United States Navy.

It is anticipated that up to three contracts may be awarded and each contract shall be an Indefinite Delivery/Indefinite Quantity contract with Firm Fixed Price Delivery Orders. The Contractor shall retain the proceeds of the sale of scrap and reusable equipment/material to offset its costs of performance. The estimated proceeds from the sale of the scrap and reusable equipment/material shall be factored into the price proposed to the Government. The hull and all portions of the structure of the vessels shall be demilitarized by reduction to scrap. Any and all weapons systems and communications equipment remaining on the vessels shall be demilitarized by complete destruction. The work shall be done at a facility with a Defense Security Services (DSS) security clearance at the CONFIDENTIAL level at minimum. The facility shall have such security clearance, or it shall be obtained, prior to Contract Award. Key personnel shall be U.S. citizens and shall have or obtain security clearances at the CONFIDENTIAL level at minimum prior to Contract Award.

The vessels immediately available for dismantling include:

Ex-FORRESTAL (AVT 59) located at INACTSHIPMAINTO Philadelphia, PA

Ex-SARATOGA (CV 60) located at the Naval Station, Newport, RI

Ex-CONSTELLATION (CV 64) located at INACTSHIPMAINTO Bremerton, WA

Following Contract Award, all other employees, subcontractors, and other persons shall be U.S. citizens prior to obtaining access to the vessels and/or the area of the facility where the vessels will be dismantled. Any individuals with access to the third deck and below, or removed sections of the third deck and below before complete dismantling, shall possess individual security clearances at CONFIDENTIAL level at minimum. CV 59/63 Class Aircraft Carriers contain classified structure that will be demilitarized during the dismantling process. Therefore, the Contractor shall have facility controls in place to prevent physical access to the vessels and the area of the facility by non-US citizens or unauthorized persons. In dismantling these vessels, internal compartments, arrangements, and details of the vessels below the third deck shall not be observable by non-U.S. citizens or unauthorized persons. Access to any part of the vessels by non-U.S. citizens, or to areas at or below the third deck by unauthorized persons, or persons without a confidential security clearance, is prohibited. The Facility Security Officer (FSO) noted in section C-2.2.1.3 below shall maintain a current 100% listing of all persons having authorized access to the facility and the vessels. If necessary, following evaluation and determination of award(s), NAVSEA will sponsor the Apparent Awardee(s) to the Defense Security Service (DSS) for the necessary security clearances. ANY COSTS ASSOCIATED WITH MEETING THE REQUIREMENTS FOR OBTAINING SUCH SECURITY CLEARANCES AND OBTAINING SUCH SECURITY CLEARANCES SHALL BE BORNE SOLELY BY THE APPARENT AWARDEE(S). The Apparent Awardee's failure to obtain the necessary security clearances within 180 days of the date of sponsorship referral to DSS may result in the rejection of the Apparent Awardee's proposal and award as indicated in Paragraph III(d) of Section M of this RFP. However, the Government reserves the right to waive the 180 day requirement if deemed to be in the best interests of the Government.

Personal security clearances at the CONFIDENTIAL level are needed for pre-proposal inspection of the vessels at the third deck and below. However, no security clearance is necessary to inspect the vessels at the second deck and above. The Contractor shall provide office space and internet connections for on-site assigned U.S. Navy representatives to observe and monitor the Contractual performance of the Contractor. The government will notify the Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA) upon Contract Award of the Contractor's name, location, key personnel, and the Contractor's proposed schedule.

This solicitation is for an unrestricted full and open competition.

Offerors are advised that proposals must be effective for 365 days after receipt.

Proposal Due Date. See Block 9 of Standard Form 33.

SPECIAL NOTICE TO OFFERORS; AVAILABILITY AND USE OF DRAWINGS AND DATA

SOLICITATION: N00024-12-R-4210

PROGRAM: CV 59/63 Class Aircraft Carriers Towing and Dismantling

For this solicitation package to be complete, Offerors will be provided declassified general arrangement drawings for the aircraft carrier to be scrapped, INACTSHIPMAINTO reporting letters with enclosures, and other available vessel specific documents. The drawings and data will be posted on the PMS 333 website address given below:

www.navsea.navy.mil/teamships/Inactiveships/Ship_Disposal.

Offerors shall inspect each vessel designated in CLINS 0001, 0002 and 0003 in order to assess the scope of work required. OFFERORS ARE REQUIRED TO PROPOSE FOR CLINS 0001, 0002 AND 0003, INSPECT ALL VESSELS. Offerors shall rely solely on their own inspections in determining the location of, and the method and extent of hazardous material removal and disposal required under applicable laws and regulations. The Government explicitly does not warrant that the data provided represents a complete and accurate depiction of the location and extent of all hazardous materials.

An opportunity for Offerors' to inspect ex-FORRESTAL (CV 59) , ex- SARATOGA (CV 60) and ex- CONSTELLATION (CV 64) will be provided from the date of RFP issuance until the date specified for receipt of proposals in order to assess the scope of work required and take environmental samples as necessary consistent with INACTSHIPMAINTO procedures for the maintenance of shipboard hazardous materials. **OFFERORS' INSPECTION OF VESSELS IS MANDATORY AND AUTHORIZED REPRESENTATIVES OF OFFERORS SHALL SIGN IN WITH THE INACTSHIPMAINTO REPRESENTATIVE AT THE TIME OF INSPECTION. OFFERORS WHO DO NOT INSPECT VESSELS PRIOR TO SUBMISSION OF A PRICE PROPOSAL IN RESPONSE TO THIS RFP WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD OF ANY VESSEL. SECURITY CLEARANCES AT THE CONFIDENTIAL LEVEL ARE REQUIRED FOR PRE-PROPOSAL INSPECTION OF THE AIRCRAFT CARRIERS AT THE THIRD DECK AND BELOW,. SECURITY CLEARANCES ARE NOT REQUIRED FOR PRE-PROPOSAL INSPECTION OF THE AIRCRAFT CARRIERS AT THE SECOND DECK AND ABOVE.**

Offerors may obtain non-destructive environmental samples as necessary, consistent with INACTSHIPMAINTO procedures for the maintenance of shipboard hazardous materials/wastes.

Inspections will begin after issuance of RFP and will continue until the proposal due date. Prospective Offerors are required to inspect vessels prior to proposal preparation and submission. As mentioned in the NECO and FEDBIZOPPs announcement, pre-disposal information and documentation will be available at the respective Naval Inactive Ships Maintenance Organization.

2.0 RESPONSES TO REQUEST FOR PROPOSAL

A. Proposal Submission Requirements. Offerors' Proposals shall contain a Technical Proposal and Price Proposal as detailed below. The Technical and Price Proposals shall be based on the requirements contained in this RFP document (including those documents, exhibits and other attachments to the RFP identified in Section J). The Offeror shall submit all information required by this RFP.

The Offeror shall not submit the Security Classification Specification as a part of the proposal. The DD Form 254 will however, become a material part of any resultant contract.

Offerors shall propose a separate firm fixed price for each of CLINs 0001, 0002 and 0003. Proposals submitted by Offerors which do not provide a separate firm fixed price for each of CLINs 0001, 0002 and 0003 will be rejected.

The solicitation response shall be contained in two separate volumes:

Volume I Technical
 Volume II Price

Copies Required:

VOLUME	TITLE	SECTION (L) PARAGRAPH	ORIGINALS	PAPER COPIES	CDs or DISKS
I	Technical	3.0	1	5	3
II	Price	4.0	1	5	3

Proposals shall be submitted in four (4) bound volumes covering technical matters. If there are any discrepancies between the technical volume hardcopy and the technical volume CDs/DVDs, the hardcopy will govern. The technical volume CDs/DVDs should not be in “read only” format and any spreadsheets should be “unlinked”. Documents, spreadsheets, or other data submitted shall be compatible with Microsoft Office version 2003 or above; and Microsoft Project 2007. The Offeror shall provide additional copies of the Technical and Pricing Volume to the cognizant Defense Contract Audit Agency upon written direction of the Contracting Officer. The first page of the technical and pricing volume shall be in accordance with FAR 52.215-1 Instructions to Offerors – Competitive Acquisition. [RETAIN THIS CITE]

Each volume shall be bound separately in three ring binders (to permit removal of sections) with each major section tabbed, All volume pages and paragraphs shall be numbered so its location is traceable to the appropriate volume and page. The complete set of volumes shall be accompanied by a cover letter (letter of transmittal) prepared on the company’s letterhead stationery.

One (1) original and three (3) copies of the Technical Proposal (Volume I) and One (1) original and five (5) copies of the Pricing Proposal (Volume II) along with their respective disks shall be sent to:

COMMANDER, NAVAL SEA SYSTEMS COMMAND
 DEPARTMENT OF THE NAVY, CODE 0241
 BLDG 197/5W-1625
 1333 ISAAC HULL AVE, SE
 WNY, WASH, DC 20376
 RFP N00024-12-R-4211 TECHNICAL PROPOSAL
 DO NOT OPEN IN MAIL ROOM, ATT (b)(6)

Telegraphic offers, facsimile offers, or offers submitted by electronic commerce will not be considered. Furthermore, telegraphic, facsimile, or electronic commerce modifications of offers, or withdrawals of offers, will not be considered.

Due to recent USPS mail problems in the Washington, D.C. area, the preferred method of response is by overnight delivery service, such as FedEx, UPS, etc. Do not use U.S. Mail.

NO PRICING INFORMATION (VOLUME II) IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL (VOLUME I). VOLUMES I AND II MAY BE SHIPPED TOGETHER BUT THEY SHALL BE APPROPRIATELY MARKED AND PACKAGED SEPARATELY.

NOTE: Each page of the Offeror’s proposal shall be labeled with the Offeror’s name and the solicitation number. However, the Offeror’s executed copy of the solicitation, if reprinted by the Offeror, should be reprinted on plain paper only. The cover page of each proposal shall contain the document number and title, solicitation number, and address of Offeror. Note: If the Offeror wishes to restrict the disclosure of its proposal, it shall mark the proposal in

accordance with paragraph (e) of FAR Provision 52.215-1. **All volumes shall be received prior to 1400 on 23- July-2012.**

The proposal to be submitted shall be:

- Prepared on standard 8-1/2" X 11" paper, single-spaced. The font type shall be Times New Roman with a font size of 12. Pages will have a one-inch margin, single line spacing set at 1 with spacing before and after paragraphs set at -0- and left aligned paragraphs. Type font size for foldouts or other pages may not be smaller than size 12. A page is defined as a typed page of the proposal document, i.e. one sheet of paper with typing on one side.
- The page count for the Technical Volume is limited to a maximum of 100 pages, EXCLUSIVE of Title Page, Table of Contents, Personnel Qualifications (resumes), Tow Plans, and Past Performance Evaluation Forms. The Environmental Management Plan, Safety and Health Management Plan, the Operational Plan, and Security Management Plan are INCLUDED in the page count limitation.
- Offerors shall submit six (1 + 5) paper copies of their technical proposal in three-ring binders with index tabs indicating the sections and three (3) electronic copies in MS Word 2003 or higher format in three separate CDs.

Offerors are cautioned that extra pages after the initial 100 will be removed and not evaluated if it is determined that an offer is not in compliance with the page limitation for Technical Proposals. Further, unnecessarily elaborate brochures, copies of environmental and safety regulations, information available on the internet, or other presentations beyond those sufficient to present a complete effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor wanted.

The Offeror is responsible for the condition of its delivered proposal. Binders and their contents that are broken apart or received in a disorderly fashion will be reassembled by the Government in a manner with expeditiousness as the rule. The Government is not responsible for proper reassembly of these binders. Thus binders may not be reassembled as originally sent.

Offerors are cautioned against the use of general, vague, or unsubstantiated statements, which prevent concise proposal evaluation. General statements such as "the Offeror understands", "the Offeror can or will comply with the requirements", "standard procedures will be used", "well-known techniques will be used", or statements which merely paraphrase the solicitation in whole or in part will not constitute compliance with the requirements for proposal content. Data previously submitted, or presumed to be known (e.g. data or services previously submitted or performed for the Government), cannot be considered as part of the proposal unless physically incorporated into the proposal. **Failure to conform to all requirements of this solicitation may form the basis for rejection of the proposal.**

Offerors are advised to submit Proposals that are complete and clear in all respects without the need for additional explanation or information. Each factor will be evaluated on how well the response meets the requirements of the solicitation. The response that thoroughly addresses all of the solicitation requirements may be judged superior to the response that minimally addresses solicitation requirements under evaluation factors.

In the event that any portion of the proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished which shall be signed by an authorized official of the Offeror and shall indicate the person's name, employment capacity, firm name, relationship of that firm to the Offeror, and which portion of the proposal was written by that person.

[An Offeror's technical proposal may be rated lower if, in the judgment of the Government, the price proposal does not accurately reflect the Offeror's proposed effort in meeting the requirements, thereby indicating that the Offeror does not understand the scope of the technical requirements. Therefore, any

inconsistency, whether real or apparent, between promised performance and cost or price, shall be explained in the proposal.

B. Offerors are cautioned that, in accordance with the “Instruction to Offerors-Competitive Acquisitions” clause (FAR 52.215-1), the Government intends to award IDIQ contracts on the basis of initial proposals received, without discussions. Therefore, each proposal shall contain the Offeror’s best terms from a price and technical standpoint.

C. Competitive Range. If awards are not made on the basis of initial proposals, the Contracting Officer will make the determination as to which proposals are in the “Competitive Range.” Based on the ratings of each proposal against all evaluation criteria, the contracting officer shall establish a competitive range comprised of all of the most highly rated proposals. However, the number of proposals within the competitive range may be reduced if the Contracting Officer determines the number of most highly rated proposals that might otherwise be included within the competitive range exceeds the number at which an efficient competition can be conducted.

D. Discussion/Final Proposal Revision.

If discussions are applicable, all Offerors selected to participate in discussions shall be advised of weaknesses and deficiencies in their proposal, and shall be offered a reasonable opportunity to correct or resolve such weaknesses and deficiencies and to submit such technical and price information, or other revisions to their proposal, that may result from such discussions. If Discussions are conducted, the PCO will request Final Proposal Revisions (FPRs). Only information included in the FPR will be evaluated.

CROSS REFERENCING

Each volume shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross referencing to other volumes of the proposal. Cross referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.

GLOSSARY OF ABBREVIATIONS AND ACRONYMS

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

COMMUNICATION WITH NAVSEA

Solicitation and Amendments

Solicitation information and amendments will be made available through the Navy Electronic Commerce Online (NECO) website found at: www.neco.navy.mil and www.fedbizopps.gov .

The solicitation, which will include related files (i.e., RFP, CDRLs) listed under the solicitation number, can then be downloaded directly to your workstation. Offerors are required to periodically check the NECO and FEDBIZOPPS page for responses to questions and any issued amendments.

Questions Concerning the Solicitation

Offerors may submit questions by electronic mail to (b)(6) requesting clarification of RFP requirements.

Only questions submitted by electronic mail will receive a response. Questions and responses will be distributed electronically via FEDBIZOPPS and NECO to all Offerors as an amendment to the solicitation. Information provided with each question should include the document name, document date, specific page, paragraph, clause, or other definitive citation requiring clarification.

All questions shall be received within fifteen (15) calendar days of the solicitation release to allow the Navy adequate time to prepare and issue responses to all Offerors prior to the date and time set for receipt of proposals. Although the Navy may continue to accept questions up to the closing date and time set for receipt of proposals; time may not permit responses to questions received later than fifteen (15) calendar days after solicitation release to be prepared and issued prior to the receipt of proposals **and the Navy reserves the right not to respond to questions submitted more than 15 calendar days after solicitation release.**

3.0 TECHNICAL VOLUME REQUIREMENTS (VOLUME I)

The Technical Volume of the proposal shall be sufficiently detailed and complete to fully demonstrate the Offeror understands of the scope of the acquisition, and an overall capability to providing the required work in accordance with all requirements of the solicitation. The Technical Volume shall be organized by technical factor and subfactors and the Past Performance factor in the following format, with the attachments incorporated in the relevant sections:

TECHNICAL FACTORS AND SUBFACTORS

Section 3.1 Program and Engineering Management Factor

- 3.1.1 Operational Plan, Vessel Dismantling Capability, and Technical Approach
- 3.1.2 Management Capability and Approach
- 3.1.3 Security Management Plan

Section 3.2 Environmental and Safety & Health Management Factor

- 3.2.1 Environmental Management Plan
- 3.2.2 Safety and Health Management Plan

PAST PERFORMANCE FACTOR

NOTE: THE TECHNICAL VOLUME SHALL CONTAIN NO PRICE PROPOSAL INFORMATION.

Offerors shall demonstrate in the Technical Volume the level of expertise proposed in any resulting contract. Offerors are advised that a Marginal or Unsatisfactory rating in one or more of the technical factors or subfactors, or a No Confidence rating in the Past Performance factor, may render the entire proposal unacceptable.

The following are further descriptions of the information that should be provided with the Technical Volume.

Cover Letter (Letter of Transmittal), Title Page, Table of Contents

The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information.

The title page shall be in accordance with FAR 52.215-1, paragraph (c) (2). If the Offeror wishes to restrict the disclosure or use of its proposal, use the legend permitted by FAR 52.215-1(e). A table of Contents shall be provided after the title page listing the sections, subsections, page numbers, etc.

SECTION 3.1 PROGRAM AND ENGINEERING MANAGEMENT

The Program and Engineering Management section shall demonstrate the Offeror's understanding of, approach to and capability for controlling and integrating the diverse technical and production efforts required by the statement of work. This section shall demonstrate that the Offeror has a comprehensive, integrated, and engineered plan capable of executing the vessel dismantling process in accordance with all Federal, State, and local laws and regulations and the requirements of this solicitation. Further, this section should demonstrate that the Offeror has the adequate facilities and labor force to accomplish the requirements of this solicitation in an efficient and safe manner and in a manner protective of the environment. Offeror shall also address a Security Management Plan that demonstrates its understanding of and approach to ensuring security compliance with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M. and its processes and procedures for ensuring a secure working environment. It shall also demonstrate that the Offeror has a reasonable and workable schedule for accomplishing the work required by the solicitation. It is to be organized, as follows:

Section 3.1.1 OPERATIONAL PLAN, VESSEL DISMANTLING CAPABILITY, AND TECHNICAL APPROACH

The operational plan shall ensure compliance with the special security requirements in the Statement of Work and shall include measures to address any procedures and techniques to be used.

- a. Provide tow plans that describe how the vessel will be prepared for tow, and how the vessel will be towed to ensure safe transport to the dismantling location in conformance with the U.S. Navy Tow Manual. Tow plans shall be prepared by or reviewed by, a reputable towing company with the capability of towing a CV 59/63 Class aircraft carrier. Separate tow plans are required in the Technical Volume for tow originations from Philadelphia, PA, Newport, RI and Bremerton, WA, and shall include completed draft Appendix H's from the U.S. Navy Tow Manual. Tow plans are not subject to the page limitation for the Technical Volume.
- b. Provide a description of the technical approach planned which shows the capability to accomplish secure mooring (including severe weather such as hurricanes), the sequential process for vessel dismantling, the integration of hazardous material/waste removal with vessel dismantling, and sale of scrap and reusable equipment/material, as required by the statement of work. The technical approach shall include measures to prevent flooding or sinking, including procedures for maintaining list, trim and stability while dismantling, the integration of environmental remediation processes with ship dismantling operations, recycling operations, towing of the vessel, and security throughout the performance period. The proposal should be in sufficient detail to demonstrate the Offeror's ability to meet the time frames of their schedule and the Offeror's understanding of the scope of work and degree of difficulty required.
- c. Identify the location or locations where dismantling is to be conducted. In addition, provide the following information to demonstrate the facilities and equipment are adequate to accomplish the requirements of the solicitation:
 1. Describe the facility to be utilized including available space for mooring the vessel, piers, dry-docks, and/or marine rails and/or slips. Describe the characteristics of the facility sufficient to demonstrate its capacity to safely accommodate one or more CV 59/63 Class aircraft carriers. The description should include, but not be limited to water depth, accessibility, capacity, and any maintenance or dredging requirements.
 2. List the industrial equipment available for the performance of this contract, and describe how it will be used in the performance of this contract, and the labor-saving capabilities and/or safety features of such equipment.
 3. Provide a diagram of the layout of the proposed facility and the proposed mooring plan.

4. Provide a certified copy of the Offerors Storm Water Pollution Prevention Plan facility site diagram.
 5. Describe the flow of hazardous waste processing at the proposed facility.
 6. Provide evidence of availability of such facilities for the duration of the contract performance, either by ownership, existing lease, or by letter from the facility owners indicating a statement of intent to utilize such facilities.
 7. Provide evidence that utilization of any leased facilities, if applicable, allow for environmental preparation and scrapping operations and that operations are in conformance with local zoning regulations.
 8. Describe past environmental compliance record of the facility including the location and description of any known contaminated/spill sites.
- d. Provide a schedule showing the progressive order in which the Offeror proposes to execute dismantling work to include:
1. Towing of the vessel
 2. Planned start and completion dates for each phase of ship dismantling.

Note: Offerors' schedules should consider contract award as the start date of their schedule. Subsequent milestones and events should be tied to this start date (e.g. S+1 day, S+2 days). The schedule shall demonstrate the offeror's plan for accomplishing the statement of work within the timeframe specified in Section F of this RFP.

Section 3.1.2 MANAGEMENT CAPABILITY AND APPROACH

The Offeror shall provide a description of its management approach and organization. Demonstrate how the Offeror's management approach and the corporate/project organization supports the level of effort, ensuring environmental, safety & health compliance, and dismantling procedures required for the proposed contract. Additionally,

- a. Address the risks which are involved in successfully completing this contract and the Offeror's methods for mitigating all such risks.
- b. Provide a complete list of all proposed major subcontractors that are planned for use under this contract if performing more than twenty (20) percent of the total labor man-hours. Provide the name, address, telephone number and point of contact for each major subcontractor. Describe the legal relationship between the Offeror and major subcontractors. Provide copies of signed agreements for teaming, subcontracting, or other arrangements that will have a direct impact on this effort. Additionally, identify the subcontractors proposed to prepare the vessels for tow and to accomplish the towing.
- c. Provide the estimated total direct labor man-hours, by labor category for the prime contractor, each major subcontractor, and all other subcontractors, for dismantling one CV 59/63 Class aircraft carrier from the point of the vessel's arrival at the Offeror's facility to completion of dismantling, final disposal of hazardous wastes, and sale of scrap metals and re-useable equipment. Provide the rationale for determining the estimated total man-hour requirements that demonstrates an understanding of the scope of work involved. Describe the functions of any indirect labor that contributes to the performance of this contract.

- d. Describe the Offeror's and proposed subcontractors' current workforce available for this project, their status as U.S. citizens, and how they currently meet, or plan to meet, the security requirements described in this RFP. Include the number of employees by trade. Describe the ability to supplement the workforce as necessary with U.S. citizens that have the skill sets required to accomplish the scope of this contract.
- e. Describe how the Offeror proposes to manage and monitor the work of all subcontractors.
- f. Provide name and resumes of the following key personnel: Project Manager; Environmental, Safety and Health Manager(s), and Facility Security Officer. Use Figure 1 resume format for preparing key personnel resumes. Demonstrate that key personnel have the education and years of experience necessary to perform the responsibilities required under the Statement of Work and that they are U.S. citizens. Desired Key Personnel Qualifications are as stated in the Section C statement of work of this RFP. Additionally, provide evidence that the proposed Facility Security Officer is DSS Academy Certified, or will be DSS Academy Certified prior to contract award. If Key Personnel are not current or proposed employees of the Offeror, explain the relationships between the Offeror's management and such Key Personnel and provide letter of employment acceptance if not a current employee. Describe the Offeror's management approach to be used for providing authority to and ensuring accountability of such Key Personnel for their performance under this contract.
- g. Provide information that demonstrates the extent of participation of small business concerns (Small Business, Small Disadvantaged Business, Women-Owned Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HubZone Business) in performance of the carrier dismantlement contract.

Section 3.1.3 SECURITY MANAGEMENT PLAN

The Security Management Plan shall address the Offeror's understanding of, and the processes, procedures, roles and responsibilities for ensuring physical security in accordance with the requirements of Section C-2.1 of the statement of work and the requirements of the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M.

** NOTE – Offerors may find it helpful to consult with private-sector NISPOM compliance consultants where available for advice in this regard.

The Security Management Plan shall include, but not be limited to:

- a. Identify the current status and level of security clearance for the Offeror's facility and for key personnel. If the Offeror does not currently have a facility security clearance at the CONFIDENTIAL level at minimum, or key personnel that currently possess a security clearance at the CONFIDENTIAL level at minimum, describe the plan and approach for obtaining such prior to contract award.
- b. Provide the Offeror's plan for ensuring that the workforce consists of U.S. citizens, and that the required personal security clearances are obtained as required by Section C of this RFP and maintained throughout the period of Contract performance.
- c. Describe the Offeror's controls for preventing physical access to the vessel and facility by non-U.S. citizens and other unauthorized persons without a confidential Security clearance, and to limit visual observation by unauthorized persons of the dismantling of the third deck and below as required by Section C-2.1 of this RFP.

- d. Describe the Offeror's controls to be used to ensure compliance with the prohibition of photographic capability as required by Section C-2.1 of this RFP.

Where procedures are discussed, the Offeror shall cite specific laws, regulations, or standards that are applicable. Offerors shall not repeat the requirement or use vague references to laws or regulations. For example, responses such as "all regulatory requirements shall be complied with" or responses of similar nature are not acceptable and will be considered non-responsive.

SECTION 3.2 ENVIRONMENTAL AND SAFETY & HEALTH MANAGEMENT

Offerors are advised that they and their subcontractors shall comply with all applicable Federal, State, and local laws and regulations.

Section 3.2.1 ENVIRONMENTAL MANAGEMENT PLAN

The Offeror shall describe in its Environmental Management Plan its management approach and procedures for ensuring compliance with all applicable Federal, State, and local environmental laws and regulations. The Offeror shall not parrot the regulatory requirements in its Environmental Management Plan or use vague references to laws or regulations. For example, responses such as "all regulatory requirements shall be complied with" or responses of a similar nature are not acceptable and will be considered non-responsive. Additionally, the Offeror shall:

- a. List each environmental regulatory agency having cognizance of the Offeror's facility and performance, citing the specific environmental regulations to be met.
- b. Describe the Offeror's procedures for identification (by testing or assumption), removal, treatment, storage, transportation and disposal of all potentially regulated hazardous material and hazardous waste, potentially regulated waste, and other special material, as required. These procedures should describe the interface with vessel dismantling activities, and the sequencing of these processes in the overall dismantling schedule. These include but are not limited to:
 1. PCBs (e.g., transformers, capacitors, electrical cable, insulation, felt gaskets, thermal and acoustic insulation material, adhesives, paint, various rubber and plastic products). Address procedures for each potential PCB application noted.
 2. Asbestos (e.g., bulkhead and pipe or thermal insulation; bulkhead fire shields; electrical cable material; brake linings; floor tiles and deck underlay; steam, water and vent flange gaskets; flexitalic gaskets; garlock seals; shaft packing; valve packing; pipe hanger inserts).
 3. Fuel oil, hydraulic oil, lubricants/greases/sludges, bilge water, waste water, oily water, sump oil and interrelated systems.
 4. Lead, Barium, Cadmium (e.g., paint, ballast, fasteners), and Chromium (e.g., felt gaskets, sodium chromate fresh water, zinc chromate paint coatings)
 5. Mercury (e.g., switches, gauges, indicators, fluorescent light bulbs)
 6. Ozone depleting substances (e.g., small appliances)
 7. Paints to include enamels, polyurethanes, and water based latex paints.
 8. Solid wastes (non-HAZ)

DISCLAIMER: The Government makes no warranty as to the presence or absence of the materials and their locations or applications listed above.

- c. Identify Environmental Protection Agency (EPA) identification (ID) numbers and all environmental permits and licenses (Federal, State, and local) required to perform this contract. Provide evidence that site specific permits and licenses are currently in effect for ongoing operations, or provide the date when these permits and licenses will be secured and in effect.
- d. Identify names, addresses, EPA ID numbers of transporters and disposal facilities which the Offeror intends to use during performance of the contract.
- e. Describe your site specific spill prevention, containment and emergency response procedures. Describe measures to be taken to ensure that storm water drainage is not contaminated with hazardous material remaining on or removed from vessel. Describe measures to be taken to prevent slag or other contaminants from entering the water and the groundwater.
- f. Describe any formal Best Management Practices used to achieve environmental compliance.

Section 3.2.2 SAFETY AND HEALTH MANAGEMENT PLAN

The Offeror shall describe in its Safety & Health Management Plan its management approach to ensuring worker safety and health in performing the work required under this RFP related to ship dismantling and hazardous material/waste removal and disposal, and for ensuring compliance with all applicable Federal, State, and local occupational safety & health laws and regulations. The Offeror shall not parrot the regulatory requirements in its Safety & Health Management Plan or use vague references to laws or regulations. For example, responses such as "all regulatory requirements shall be complied with" or responses of a similar nature are not acceptable and will be considered non-responsive. Additionally, the Offeror shall:

- a. List each safety & health regulatory agency having cognizance of the Offeror's facility and performance, citing the specific safety & health regulations to be met.
- b. Describe the Offeror's procedures for complying with applicable Federal, State, and local occupational safety & health laws and regulations. These include but are not limited to:
 1. Diving Operations
 2. Confined and Enclosed Spaces
 3. Welding, Cutting, and Heating.
 4. Fire Prevention/Protection
 5. Compressed Gas Cylinders.
 6. Fall Protection
 7. Housekeeping and Temporary Lighting
 8. Health and Sanitation
 9. Hazard Communication (chemicals)

10. Asbestos
 11. Gear and Equipment for Rigging and Material Handling
 12. Personal Protective Equipment
 13. Personnel Evacuation
 14. Lead
- c. Describe any formal Best Management Practices used to achieve safety and occupational health compliance.

Section 3.3 PAST PERFORMANCE

The assessment of the Offeror's past performance is one of the non-price factors used for evaluating the Offeror's ability to successfully perform the contract resulting from this solicitation. Such consideration is separate and distinct from the Contracting Officer's responsibility determination under FAR 9.1. The Government will consider both the relevance of the work accomplished by the offeror on recent contracts to the work required under this solicitation, and how well the contractor performed on relevant contracts. More relevant past performance will typically be a stronger predictor of future success and have more influence on the rating assigned than past performance of lesser relevance.

Offerors are advised that in evaluating an Offeror's past performance, the Government may, in its sole discretion, consider information from sources outside the Offeror's proposal. For example, the Government may consider information based on its own experience with the Offeror and/or may contact the parties for whom the Offeror performed contracts and consider their response when evaluating the Offeror's proposal. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) ratings on relevant contracts and may also consider Past Performance Information Retrieval System (PPIRS) ratings, and other existing past performance information on relevant contracts. Such information may include information submitted by each Offeror with its proposal, past performance information questionnaires (PPIs), Past Performance Information Retrieval System (PPIRS) ratings, regulatory agency databases, and other existing past performance information contained in either local or other supervisor files, or from other Government sources or non-Government sources, regardless of whether they have been provided by the Offeror as references. General trends in a contractor's performance will also be considered.

Each Offeror has the responsibility to provide in its proposal any information regarding its relevant past performance, and that of its major subcontractors, (for purposes of the past performance evaluation, major subcontractor means the asbestos removal subcontractor and any subcontractor that will accomplish 20% or more of the man-hours proposed for the work required by the solicitation) on contracts similar to the Government's requirement that it would like the Government to consider.

General trends in a contractor's relevant performance will also be considered, as will how recent the relevant work occurred. The Government reserves the right to determine the relevancy of such information and to verify statements and representations made in an Offeror's proposal. Any information provided shall be in sufficient detail with points of contact to enable the Government to obtain information for an evaluation in accordance with the Past Performance subfactor in Section M. Summary lists of contracts or incomplete data may not be considered. The Government reserves the right to contact references provided by the Offeror, but reserves the right not to contact all references. In assessing the relevancy of past performance data, the Government will give greater consideration to past performance on contracts that involved the same or similar type work (in both type and complexity) required by the solicitation in the following priority of relevance: Ship dismantling that included hazardous material/waste removal and disposal, Ship repair that included hazardous material/waste removal and disposal, and Shipbuilding that included hazardous material/waste removal and disposal. The Government also may, in its discretion, consider past performance of major subcontractors.

Offerors shall provide a list and individual Reference Information Sheets (RIS) (Figure 2) of all relevant contracts (including subcontracts) performed, or currently being performed, within the last three years. If your firm has no recent (within the last three years) relevant contracts, provide the most recent contracts that are relevant. The Offeror shall provide the same information for Major subcontractors to be used under this contract. The list shall include the following for each contract listed:

- a. Contract number, type of contract and name of contracting agency or company.
- b. Offerors shall provide a narrative explanation on each of the above-cited contracts describing how they are similar in type and complexity to the work being solicited, or that your firm has no relevant experience. Offerors shall also indicate the objectives achieved and any cost growth or schedule delays encountered. For any Government contracts, which did not meet original requirements with regard to cost, schedule, or technical performance, include a brief explanation of the reasons for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The Offeror shall also provide a copy of any cure notices or show cause letters received on each contract listed above and a description of any corrective action by your firm or proposed subcontractor. This includes any contracts terminated for default, in whole or part during the past five years.
- c. Provide the names, fax numbers, e-mail addresses, and phone numbers for two references on each of the contracts. The references shall be customer personnel most familiar with your performance under the contracts such as: project managers, contracting officer's representatives, and marine surveyors. (Do not list the Procuring Contracting Officer.)
- d. Dates of the contract performance.
- e. The price or value of the contract.
- f. Describe whether you, or any subcontractors, transporters, treatment, storage and disposal facilities under any corporate or personal names, have within the last five years, received from any Federal, State, or local regulatory agency violations or citations. This will include but not be limited to environmental (CERCLA, RCRA, and TSCA) or safety (OSHA): a) notices of violations; b) fines; c) convictions; d) present or pending citations. Provide evidence of corrective actions taken and final resolution of these actions. Provide copies of any NOV or citation received in the last 5 years and the corrected actions.

The Offeror shall forward the Past Performance Information (PPI) Questionnaire (Figure 3) to the points of contact for each of the listed contracts, who shall complete the required form. The completed questionnaire shall be submitted by the reference directly to the POC, Carlos Triay, at FAX number 202-781-4637 or by mail at the address provided. The Offeror shall monitor the submission of the PPI questionnaire to ensure that the POC receives it by proposal closing.

These questionnaires, when filled out by the selected references, shall be sent by the reference directly to the POC. The questionnaires shall not be sent via the Offeror or any other party besides the reference him/herself.

The Offeror's proposal shall identify which of the listed contacts for whom the Offeror performed work was sent a questionnaire. This will let the POC know whether he has received questionnaires from all of the Offeror's references.

The Offeror may request the status of the receipt of these questionnaires using the email address shown above for the POC.

It is the Offeror's responsibility to ensure that these questionnaires when completed are in the POC's possession on or before the required proposal due date. Any questionnaire received after the proposal due date will be late and may not be considered in the Offeror's past performance evaluation. The Government, in its discretion, will determine whether or not references received after the proposal due date will be considered.

It is the Offeror's responsibility to ensure that all reference information is current and accurate. Prior to designating a reference, the Offeror shall contact each reference to alert them that they will receive a past performance questionnaire and their responses will be confidential. Failure of the Offeror to ensure the Government receives adequate relevant past performance information, if available, for major subcontractors proposed for this effort may adversely impact the past performance rating of the Offeror.

In the case of an Offeror without a record of relevant past performance, or for whom past performance information is not available, a "Neutral/Unknown Confidence" rating will be assigned to the Past Performance Factor and the Offeror will be evaluated neither favorably, nor unfavorably, on past performance. However, an Offeror with no relevant past performance history, while rated Neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other Offerors.

4.0 PRICE PROPOSAL (VOLUME II)

4.1 SF33 SOLICITATION SET

The offer is the document that will be used to make awards to the successful Offerors and shall include the following:

- a. Standard Form 33, "Solicitation, Offer and Award", with blocks 12 through 18 completed by the Offeror.
- b. Solicitation Amendments (if any) – The Offeror shall submit a signed complete copy of each amendment.
- c. RFP Sections B through J - The Offeror shall submit Sections B through J with all appropriate information required by the RFP completed.
- d. RFP Section K, "Representation, Certifications and Other Statements of Offerors", completed by the Offeror.
- e. Exhibits, Attachments, and Schedules – The Offeror shall submit all Exhibits, Attachments, and Schedules, which will form a part of any resultant contract. All Exhibits, Attachments, and Schedules that require the Offeror to provide information, shall be completed in their entirety.
- f. Small Business Subcontracting Plan as required by FAR 19.702.

The proper completion and submission to the Government of the above items will constitute an offer and will indicate the Offeror's unconditional assent to the terms and conditions in this RFP and any attachments hereto. Any objection to any of the terms and conditions of this RFP may render the offer unacceptable to the government. The Government intends to award IDIQ contracts without discussions, as permitted by FAR 15.306(a) and 52.215-1. However, the Government reserves the right to conduct discussions and to permit Offerors to revise their offers.

Price Data Consistency

Any inconsistency, whether real or apparent, between promised performance and price should be explained. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low price,

the nature of these techniques and the impact on cost should be explained and supported in the technical proposal. The burden of demonstrating cost credibility rests with the Offeror.

Restriction on Disclosure and Use of Data

Offerors, who include in their proposal data they do not want disclosed to the public, or to be used by the Government for evaluation purposes only, shall mark such data in accordance with FAR 52.215-1(e). Such data shall be specifically identified by page, paragraph, and sentence.

4.2 Price Information

I. General.

The Government shall consider the total proposed price to be the sum of CLINS 0001, 0002 and 0003. Although the net price proposed for each of CLINs 0001, 0002 and 0003 includes the towing costs, the Offeror shall submit in its price proposal a breakdown of the towing costs proposed for each of CLINs 0001, 0002 and 0003.

II. Contents of Price Proposal:

- (a) Solicitation number
- (c) Name and address of Offeror
- (d) Name and telephone number of point of contact
- (e) Name of contract administration office (if available)
- (f) Type of contract action (i.e. new contract)
- (g) Proposed firm fixed price for each of CLINs 0001, 0002 and 0003 as delineated within Section B of the Solicitation. The Offeror shall also fill in the CLIN pricing in the hard copy of Section B. The Offeror shall propose a separate Firm Fixed Price for each of CLINs 0001, 0002 and 0003. The firm fixed price shall represent the net cost of performance, including towing costs, which factors in anticipated proceeds from the sale of scrap and reusable equipment/material. Note that the price of the data for CLIN 0004 shall be not separately priced, but shall be included in the price of CLINs 0001, 0002 and 0003.
- (h) Towing costs proposed for each of CLINs 0001, 0002 and 0003 which have been factored into the firm fixed price proposed in (g) above.
- (i) [The following statement:
 "This proposal reflects our estimates proposed price and conforms to the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative the right to examine, at any time before awards, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.
- (j) Date of submission
- (k) Name, title and signature of authorized representative

III. 4. SCRAP PROCEEDS OFFSET

Provide an estimate of the projected quantity by tonnage of ferrous and non-ferrous scrap and reusable equipment and material to be sold along with the estimated dollar value of the scrap sales proceeds that are considered within the proposed price.

IV. ASSUMPTIONS

[Provide the basis for all assumptions used to develop the prices for CLINs 0001, 0002 and 0003. All assumptions regarding the quantity, type, and extent of recoverable scrap metals and hazardous material/waste shall be clearly identified

SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

Section M - Evaluation Factors for Award

EVALUATION FACTORS**I. GENERAL**

1. Attention is directed to Federal Acquisition Regulation 15.101-1. It is anticipated that up to three firm fixed price Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be awarded to the responsible Offerors whose proposals have been determined to represent the best value to the Government, price and other factors set forth in this solicitation considered. The Government intends to rank the proposals of the Offerors in the competitive range in order of best value to the Government and select up to three of the top-ranked offerors to be designated as the Apparent Awardees. However, the Government reserves the right to designate less than three offerors as apparent awardees. The Apparent Awardees will be notified of the Government's intention to award an Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract and, if necessary, will be sponsored to DSS to obtain a confidential level facility and key personnel security clearances. After successfully obtaining the required confidential level facility and key personnel security clearances from DSS, each Apparent Awardees will be awarded a Delivery Order for the towing and dismantling of either one CV from Philadelphia, PA (CLIN 0001), from Newport, RI (CLIN 0002) or from Bremerton, WA (CLIN 0003) in accordance with Paragraph III (d) of this section. No more than one(1) ship will be awarded to each successful offeror, unless otherwise provided in Paragraph III(d) of this section. **OFFERORS ARE REMINDED THAT AS PART OF THE RESPONSIBILITY DETERMINATION, THE GOVERNMENT WILL CONSIDER THE OFFEROR'S FINANCIAL CAPABILITY TO PERFORM THE CONTRACT(S). OFFERORS MUST BE FOUND TO BE FINANCIALLY CAPABLE OF PERFORMING THIS CONTRACT OVER THE ENTIRE PERIOD OF CONTRACT PERFORMANCE.**

2. Offerors are advised that the government intends to make award of up to three IDIQ contracts on the basis of initial proposals without conducting discussions with Offerors, but reserves the right to conduct discussions if determined by the Contracting Officer to be necessary [see paragraph (4) of FAR 52.215-1(f)]. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint. If awards are not made on the basis of initial proposals, the Contracting Officer will make the determination as to which proposals are in the "Competitive Range." Based on the ratings of each proposal against all evaluation criteria, the contracting officer shall establish a competitive range comprised of all of the most highly rated proposals. However, the number of proposals within the competitive range may be reduced if the Contracting Officer determines the number of most highly rated proposals that might otherwise be included within the competitive range exceeds the number at which an efficient competition can be conducted.

3. The Government will evaluate each Offeror's understanding of the Navy's requirements and ability to perform the work on the basis of its proposal. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily perform the contract requirements as stated in the solicitation and based upon factors listed below. All information submitted as part of the proposal will be used to evaluate the Offeror's capability to perform and understanding of the contract requirements.

4. Awards will be made only to Offerors whose proposals are determined to be technically acceptable. Offerors are cautioned that an evaluation of "marginal" or "unsatisfactory" in any single Technical factor or subfactor, or "No Confidence" in the Past Performance factor, may result in the Offeror's proposal being rated unacceptable overall, and eliminated from further consideration. Additionally, awards will be made only to Offerors whose proposed prices are evaluated, in accordance with this solicitation, to be fair and reasonable. An Offeror who proposes an unreasonably high price may result in an Offeror's elimination from the competition.

5. Any proposal that is materially unbalanced may be rejected as unacceptable. An unbalanced proposal is one that is based on prices which are significantly less than cost for some work and prices which are significantly overstated for other work.

6. Only one offer, consisting of a price proposal and technical proposal, containing separate tow plans for originations from Philadelphia, PA, Newport, RI and Bremerton, WA, will be accepted from each Offeror. The Government will not accept alternate proposals.

7. Each factor and subfactor will be evaluated on a stand-alone basis; however, information contained in one factor or subfactor of the proposal may be used to assist the Government in evaluating other factors or subfactors of the proposal.

8. Each Offeror is required to propose a separate firm fixed price for each of CLINs 0001, 0002 and 0003. Price proposals which do not provide a separate firm fixed price for each of CLINs 0001, 0002 and 0003 will be rejected.

II. EVALUATION FACTORS

TECHNICAL FACTORS

Factor #1: Program & Engineering Management Factor

Subfactor 1.1 Operational Plan, Vessel Dismantling Capability, and Technical Approach
 Subfactor 1.2 Management Capability and Approach
 Subfactor 1.3 Security Management Plan

Factor #2: Environmental and Safety & Health Management

Subfactor 2.1 Environmental Management Plan
 Subfactor 2.2 Safety and Health Management Plan

PAST PERFORMANCE FACTOR

PRICE FACTORS

Technical Evaluation

Factor #1 Program and Engineering Management

Proposals will be evaluated under this factor and its subfactors as outlined in detail in Section L of the RFP. The purpose of the evaluation is to assess how well the Offeror demonstrates an understanding of the scope of work and ability to provide the required work in accordance with all requirements of the RFP, as well as to determine the Offeror's performance risk for the subject solicitation.

Factor #2 Environmental and Safety & Health Management

Proposals will be evaluated under this factor and its subfactors as outlined in detail in Section L of the RFP. The purpose of the evaluation is to assess how well the Offeror demonstrates an understanding of the scope of work and ability to provide the required work in accordance with all requirements of the RFP, as well as to determine the Offeror's performance risk for the subject solicitation.

Past Performance Evaluation

The assessment of the Offeror's past performance is one of the factors used for evaluating the Offeror's ability to successfully perform the contract resulting from this solicitation. Such consideration is separate and distinct from the Contracting Officer's responsibility determination under FAR 9.1. The Government will consider both the relevance of the work accomplished by the offeror on recent contracts to the work required under this solicitation, and how well the contractor performed on relevant contracts. The Government will evaluate the relevancy of past performance efforts to determine if they are very relevant, relevant, somewhat relevant or not relevant. More relevant past performance will typically be a stronger predictor of future success and have more influence on the confidence assessment rating assigned than past performance of lesser relevance.

In evaluating past performance, the Government may, in its sole discretion, consider information from sources outside the Offeror's proposal. For example, the Government may consider information based on its own experience with the Offeror and/or may contact the parties for whom the Offeror performed contracts and consider their response when evaluating the Offeror's proposal. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) ratings and other existing past performance information on relevant contracts. Such information may include information submitted by each Offeror with its proposal, past performance information questionnaires (PPIs), Past Performance Information Retrieval System (PPIRS) ratings, regulatory agency databases, and other existing past performance information contained in either local or other supervisor files, or from other Government sources or non-Government sources, regardless of whether they have been provided by the Offeror as references.

General trends in a contractor's relevant performance will also be considered, as will the recency of relevant work. The Government reserves the right to determine the relevancy of such information and to verify statements and representations made in an Offeror's proposal. The Government reserves the right to contact references provided by the Offeror, but reserves the right not to contact all references. In assessing the relevancy of past performance data, the Government will give greater consideration to past performance on contracts that involved the same or similar type work (in both type and complexity) required by the solicitation, in the following priority of relevance: Ship dismantling that included hazardous material/waste removal and disposal, Ship repair that included hazardous material/waste removal and disposal, and Ship building that included hazardous material/waste removal and disposal. The Government also may, in its discretion, consider past performance of major subcontractors.

In the case of an Offeror without a record of relevant past performance, or for whom past performance information is not available, a "Neutral/Unknown Confidence" rating will be assigned to the Past Performance Factor and the Offeror will be evaluated neither favorably, nor unfavorably, on past performance. However, an Offeror with no relevant past performance history, while rated Neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other Offerors.

Price Evaluation

Price. Each Offeror's price will be evaluated for reasonableness by considering, among other things:

- i. Comparison of proposed prices received in response to the Solicitation
- ii. Comparison of Offeror's proposed price with the Government's independent cost estimates, historical data and other data available to the Government

The price that will be evaluated is the Offeror's "total proposed price." The total proposed price is the sum of the prices proposed by the Offeror for CLINs 0001, 0002 and 0003 in the completed Section B included in the Offeror's proposal. The total proposed price will be used in the best value evaluation, and in the best value ranking of offerors in the competitive range. However, the selection of which best value Offeror will receive which ship will be determined in accordance with Paragraph III (d) of this Section M. The Prices for anticipated delivery orders will be proposed at time of delivery order competition.

III. BASIS FOR AWARDS

a. It is anticipated that up to three firm fixed price Indefinite-Delivery, Indefinite-Quantity (IDIQ) contracts will be awarded to the responsible Offerors whose proposals represent the best value to the Government. The proposals offering the best value to the Government are considered to be technically acceptable, reasonably priced proposals submitted in response to the solicitation that are determined to be the most advantageous to the Government considering price and non-price factors and their relative order of importance as indicated below. The government will conduct a price/technical/past performance trade-off analysis, and may award any resulting contract to other than the lowest priced Offeror, or other than the Offeror with the highest ratings in non-price factors. Accordingly, Offerors are advised that award may not be made to the Offeror with the lowest price to the Government if an award to an Offeror with a higher price proposal, provided the price is determined to be reasonable, affords the Government a greater overall benefit. Awards will be made to the Offerors who meet the requirements of FAR Subpart 9.1, "Responsible Prospective Contractors," whose proposals meet the requirements of the solicitation and have been determined to be technically acceptable, and whose proposals are determined to offer the "best value" to the Government in accordance with the evaluation factors in this solicitation. Additionally, prior to contract award, the awardee is required to possess a facility and key personnel security clearances at the CONFIDENTIAL level at minimum. Overall technical merit and past performance combined are considered more important than price; however, the importance of price as an evaluation factor will increase as the difference in overall technical merit and past performance among the competing proposals decreases.

b. Technical factors will be rated at both the factor and subfactor level and the Technical Proposal will be assigned an overall rating based on the factor ratings and their relative importance (see paragraph c below). Technical sub-factors are approximately equal to each other in importance.

The adjective ratings to be used for Technical Factor 1 and Factor 2, and associated sub-factors, include: Outstanding, Good, Acceptable, Marginal, and Unacceptable. The adjective ratings to be used for Factor 3, Past Performance, include: Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, and Neutral/Unknown Confidence. In the case of an Offeror without a record of relevant past performance, or for whom past performance information is not available or is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will not be evaluated favorably or unfavorably in the Past Performance factor, but rather shall receive a "Neutral/Unknown Confidence" rating. However, an Offeror with no relevant past performance history, while rated Neutral/Unknown Confidence in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other Offerors. There are no adjective ratings for the Price factor.

c. The Non-Price Factors (Technical and Past Performance), when combined, are more important than the Price Factor. Within the Technical Factors, Factor 1 (Program & Engineering Management) is approximately equivalent in importance to Factor 2 (Environmental and Safety & Health Management), and each of those factors is individually more important than the Past Performance Factor. Technical sub-factors are approximately equal to each other in importance.

The government may award up to three firm fixed price IDIQ contracts. Following evaluation and best value ranking of the Offerors in the competitive range, the government will select the highest ranked best value Offerors (up to three) who will be designated as apparent awardees.

Each apparent awardee will be notified of the Government's intention to award a firm fixed price IDIQ contract with a minimum award of one ship and, if necessary, will be sponsored to DSS to obtain the required CONFIDENTIAL level facility and key personnel security clearances. Contract award will be contingent upon having the required facility and key personnel security clearances, or obtaining them within 180 days of sponsorship to DSS. However, the Government reserves the right to waive the 180 day requirement if deemed to be in the best interests of the Government. The first three ships designated for removal/towing and dismantlement are listed in the following order of priority: CLIN 0001 ex-FORRESTAL, CLIN 0002 ex-SARATOGA, and CLIN 0003 ex-CONSTELLATION. Because contract award cannot be executed until the Offerors have or obtain the required facility and key personnel security clearances at the CONFIDENTIAL level from the Defense Security Service (DSS), the selection of which apparent awardee will receive which ship will be based on the following:

(1) Removal of the Ex-FORRESTAL (AVT 59) (CLIN 0001) from INACTSHIPMAINTO Philadelphia is the Navy's highest priority among the three aircraft carriers initially being offered for dismantling, therefore, in accordance with the following, the apparent awardee that the government determines is capable of removing the ex-FORRESTAL at the earliest possible time following selection of the apparent awardees will be awarded CLIN 0001. The government's determination will be based on the following:

- a. If only one of the apparent awardees has the required facility and key personnel security clearances following designation of the apparent awardees, ex-FORRESTAL will be awarded to that apparent awardee.
- b. If at least two of the apparent awardees have the required facility and key personnel security clearances following their designation as apparent awardees, ex-FORRESTAL will be awarded to the highest ranked best value apparent awardee that has the required security clearances.
- c. If none of the apparent awardees have the required facility and key personnel security clearances following their designation as apparent awardees, all apparent awardees will be sponsored to DSS and, subject to the provisions of paragraph (4) below, award of ex-FORRESTAL will be made to the apparent awardee that is first to obtain the required security clearances.

(2) Removal of the ex-SARATOGA (CV 60) from Naval Station, Newport, RI is the Navy's second highest priority among the three aircraft carriers initially being offered for dismantling, therefore, following designation of the apparent awardee for the ex-FORRESTAL, the government's determination of the awardee for ex-SARATOGA will be based on the following:

- a. If, following the designation of the awardee for ex-FORRESTAL, there is only one apparent awardee remaining that has the required facility and key personnel security clearances, ex-SARATOGA will be awarded to that apparent awardee.
- b. If, following the designation of the awardee for ex-FORRESTAL, there are two apparent awardees remaining that have the required facility and key personnel security clearances, ex-SARATOGA will be awarded to the higher ranked best value apparent awardee remaining that has the required security clearances.
- c. If, following the designation of the awardee for ex-FORRESTAL, none of the remaining apparent awardees has the required facility and key personnel security clearances, the remaining apparent awardees will be sponsored to

DSS and, subject to the provisions of paragraph (4) below, award of the ex-SARATOGA will be made to the apparent awardee that is first to obtain the required security clearances.

(3) Removal of the ex-CONSTELLATION (CV 64) from INACTSHIPMAINTO Bremerton is the Navy's third highest priority among the three aircraft carriers initially being offered for dismantling, therefore, following designation of the awardee for the ex-FORRESTAL and the ex-SARATOGA, the government's determination of the awardee for ex-CONSTELLATION will be based on the following:

- a. If, following the designation of the awardees for ex-FORRESTAL and ex-SARATOGA there is a third apparent awardee remaining that has the required facility and key personnel security clearances, ex-CONSTELLATION will be awarded to that apparent awardee.
- b. If, following the designation of the awardees for ex-FORRESTAL and ex-SARATOGA, there is a third apparent awardee that does not have the required facility and key personnel security clearances, that apparent awardee will be sponsored to DSS to obtain the required security clearances. Subject to the provisions of paragraph (4) below, award of the ex-CONSTELLATION will be made to that apparent awardee when the required security clearances are obtained.

In the event that any of the apparent awardees sponsored to DSS do not obtain the required facility and key personnel security clearances within 180 days of sponsorship to DSS, the Government reserves the right to eliminate such apparent awardee from further consideration for award. The Government may award the vessel designated for such apparent awardee or, in the event that there are less than three apparent awardees, the government may award the vessel(s) next in priority to the highest best value ranked apparent awardee, provided such awardee has both the required security clearances and the berthing/mooring capacity at its ship dismantling facility to accept the ship. If none of the awardees with the required facility and key personnel security clearances have the current berthing/mooring capacity to accept a second ship, such ship will be subject to task order competition among the IDIQ contract holders. However, the Government reserves the right to waive the 180 day requirement if deemed to be in the best interests of the Government.

CLAUSES INCORPORATED BY FULL TEXT

F.O.B. OFFER-RFP (NAVSEA) (SEP 1990)

OFFERS SUBMITTED ON A BASIS OTHER THAN F.O.B. DESTINATION SHALL BE REJECTED AS UNACCEPTABLE.

CONTRACT AWARD (NAVSEA) (SEP 1990)

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1 which provides that the contract will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation. "Factors" and "subfactors" shall include all of those evaluation factors and subfactors which are described in this Section M.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 20-Jun-2012	4. REQUISITION/PURCHASE REQ. NO. N0002412NR54008		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE SE - MAIL STOP 2030 WASHINGTON NAVY YARD DC 20376-2030	CODE N00024	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N00024-12-R-4211	
		X	9B. DATED (SEE ITEM 11) 24-May-2012	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Answer bidders questions, change terms and conditions				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 20-Jun-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**SUMMARY REVISED**

The purpose of Amendment 0001 to RFP N00024-12-R-4211 is to answer offerors' questions, revise various terms and conditions, and add CLINs 0005 – 0007 as placeholders for potential future carrier dismantlement delivery orders. Accordingly, the solicitation is amended as follows:

Q1. Please confirm that only one bid guarantee (\$2,000,000.00) will be required for submission of response to Solicitation N00024-12-R-4211. If this is the case – will the bid guarantee need to be valid for the duration of the IDIQ (5 years) or will they be made with each additional bid?

A1. Only one bid guarantee will be required with the submission of proposals in response to Solicitation N00024-12-R-4211 in order to protect the Government from loss should the successful bidder fail to execute further contractual documents and bonds as required. Additional bid guarantees will be required at time of submission of proposals in response to subsequent solicitations for additional delivery orders to be competed under the IDIQ contracts.

Q2. How long of a time span does the Navy anticipate taking from Bid to selection of Apparent Awardee and then to Award?

A2. The Navy cannot speculate regarding the amount of time it will take from Bid to selection of Apparent Awardee and then to award, as it is dependent on various factors that could influence the length of time for evaluation and award, including but not limited to the number of proposals received, whether or not discussions are deemed necessary, whether or not protests are filed, and the time it takes for necessary security clearances to be obtained.

Q3. The Solicitation states that inspection of each Vessel is mandatory. If this requirement is in place to ensure that contractors know what they are bidding on, and if a contractor does not possess clearances at the Confidential level or greater cannot gain access the third deck or below, how can the contractor provide an informed proposal? It is important to note that contractors were allowed to gain access to areas of the SARATOGA that were below the third deck when formulating a Vessel specific proposal.

A3. As stated in the April 2010 RFP for the dismantling of ex-Saratoga, security clearances were not needed for the pre-proposal inspection of ex-Saratoga because that ship had been materially altered to allow for public viewing. That is not the case for ex-Forrestal and ex-Constellation. However, offerors may still inspect ex-Saratoga at the third deck and below by personnel without security clearances. Security clearances at the confidential level at minimum are still required for inspecting ex-Forrestal and ex-Constellation at the third deck and below. Inspection of each vessel is mandatory and offerors shall rely on their inspections to formulate their proposals. Therefore, while the extent to which the offeror inspects each vessel is up to the offeror, it is to the offeror's benefit to inspect as much of the vessel as possible. While the classified nature of the third deck and below on the ex-Forrestal and ex-Constellation requires that offerors who choose to inspect these areas have confidential security clearances, it is up to the Offeror to decide how to meet this requirement, e.g., whether to obtain the necessary security clearance for its employee(s), hire a consultant who does have the necessary security clearance, etc.

Q4. Section C-1.7 Complete Dismantlement and Demilitarization of the Vessel states "...the hull and all portions of the structure of the vessel at the third deck and below must be reduced to scrap dimensions not exceeding five (5) feet." Will there be a variance for this material in sections 8ft x 10ft or 8ft x 20ft in order to satisfy the demand for valuable Reroll Plate?

This section goes on to state "Removal and reduction to no greater than five (5) feet... from the web of each stiffener." It is costly to remove every vertical stiffener from the shell plating of the Vessel from frame 29 to frame 215. What is the reason for this requirement?

A4. This is a demilitarization requirement. The RFP remains unchanged.

Q5. C-2.5 Office Facilities – page 15 references, among other office requirements, the need for one (1) conference table with seating for ten (10) people. Would the sharing of the offeror's conference room which is in compliance with the arrangement of the contract be sufficient to satisfy the requirements of this contract or does the Navy require a dedicated conference room? Do the office/conference table facilities need to be separate from the offeror's building?

A5. Access to a shared conference room is sufficient provided that it can be isolated from other Offeror offices/workspaces.

Q6. Please confirm that the contractor only needs to conceal horizontal viewing by unauthorized people and that the vertical concealment is not required. Please confirm that the confidential areas only need to be restricted from view from a ground level line-of-sight and not to include concealment from an elevated level.

A6. Section C-2.1.1 states "In dismantling the vessel, internal compartments, arrangements, and details of the vessel below the third deck shall not be observable by non-U.S. citizens or unauthorized persons. Access to any part of the vessel by non-U.S. citizens, or to areas at or below the third deck by unauthorized persons, or persons without a confidential security clearance, is prohibited." This applies whether the non-U.S. citizen or other persons without a confidential security clearance are at ground level or from an elevated level. Concealment from aircraft and satellites is not a RFP requirement. The RFP remains unchanged.

Q7. Please confirm that the exterior hull of the vessel does not need to be concealed from view as it is being dismantled.

A7. Section C-2.1, third paragraph, addresses internal compartments, internal arrangements, and internal details of the vessel below the third deck. The exterior side of the exterior hull does not need to be concealed from view as it is being dismantled. The RFP remains unchanged.

Q8. Can a contractor utilize the exterior hull of the vessel as concealment while processing is taking place within the vessel?

A8. Yes, the exterior hull is currently a concealment of internal compartments, arrangements and details of the vessel below the third deck. The RFP remains unchanged.

Q9. Please clarify whether all pieces removed from the vessel below the 3rd deck need to be concealed from horizontal view until completely dismantled. It would seem certain equipment, reusable items, or other common systems (turbines, condensers, boilers, distillation equipment, fans, pumps, etc.) would not need to be kept confidential as they are the same on this Navy vessel as on other Navy Vessels that the offeror has dismantled. Confidential items or structures would be separately identified and handled accordingly.

A9. As noted in Section C-2.1 of the RFP, the CV 59/63 Class aircraft carriers contain classified "structure" that will be demilitarized during the dismantling process. Section C-1.7 refers to the requirement to completely dismantle and scrap all portions of the vessel "structure". The RFP remains unchanged.

Q10. 52.243-7 NOTIFICATION OF CHANGES – page 53 section (b) states "...the Contractor shall notify the Administrative Contracting Officer in writing, within _ calendar days from the date that the Contractor..." Please provide the number of calendar days in which a contractor is required to notify the ACO.

A10. 30 days.

Q11. 52.243-7 NOTIFICATION OF CHANGES – page 53 section (b) states "the Contracting Officer shall promptly, within ___ calendar days after receipt of notice, respond to the notice in writing." Please provide the number of calendar days in which the Contracting Officer shall respond to the notice in writing.

A11. 45 days.

Q12. Section 2.0 page 90 – the table at the top of the page depicts 5 paper copies, and 3 CDs or DISKS of technical proposal are required. Three paragraphs below the table it states "One (1) original and three (3) copies of the Technical Proposal (Volume I)..." Is the requirement 5 copies or 3 copies? Additionally, the paragraph below the table states "Proposals shall be submitted in four (4) bound volumes covering technical matters." Does this imply that the original, and each copy of, the Technical Proposal (Volume I) should be broken down into 4 separate volumes?

Q12. The first paragraph below the table refers to four bound copies, which is consistent with the third paragraph below the table requesting one original and three copies of the technical volume. The table is changed from five paper copies to three paper copies.

Q13. Why is box 9 not filled in indicating # of copies, location and time to deliver proposals?

A13. See page 91. 23 July 2012 1400 EDT is inserted into Block 9 of the SF33.

Q14. Section 2.0 page 91 states the page count for the Technical Volume is limited to 100 pages. This is unrealistic since a previously submitted proposal for the towage and dismantlement of the SARATOGA ended up being 250 pages. We are aware that the requirements for this proposal are different than those of the SARATOGA however; we do not feel 100 pages is sufficient to properly detail our process. Can the total page count be increased to a maximum of 200 pages?

A14. Note that Page 90 of the RFP states that the tow plans are excluded from the page count for the Technical Volume, whereas the tow plan was inclusive in the page count for the 2010 Saratoga RFP. Also, Section L requirements of the present RFP had been streamlined from the 2010 Saratoga RFP, whose Technical Volume page limit was limited to 150 pages. In a change to the present RFP, the following exhibits may be excluded from the 100 page limitation of the Technical Volume: Schedule, Organizational Chart, Diagrams and Pictures, and Listings of transporters, disposal facilities and laboratories. Page 91 of the present RFP will be amended to state:

The page count for the Technical Volume is limited to a maximum of 100 pages, EXCLUSIVE of Title Page, Table of Contents, Personnel Qualifications (resumes), Tow Plans, Past Performance Evaluation Forms and exhibits containing the schedule, organizational chart, diagrams and pictures, and listings of transporters, disposal facilities and laboratories. The Environmental Management Plan, Safety and Health Management Plan, the Operational Plan, and Security Management Plan are INCLUDED in the page count limitation.

Q15. Can dismantling commence alongside the shoreline prior to movement of the Vessel into the dismantling slip so long as visual security requirements are met?

A15. Yes

Q16. Can the Project Manager also be the CEO of the entire Company?

A16. Yes provided that the Project Manager meets the RFP requirement of Section C-2.2.1.1, including being full-time, on-site. "Full-time" allows for annual and sick leave and travel in the performance of the resultant contract.

Q17. Must an offeror have the FSO (or Project Manager, etc.) employed at the time of bid submission?

A17. Page 92 of the RFP states "If Key Personnel are not current or proposed employees of the Offeror, explain the relationships between the Offeror's management and such Key Personnel and provide letter of employment acceptance if not a current employee."

Q18. If new facilities are to be constructed for carrying out the contract do these need to be in place prior to bid or can they be built after notification of apparent awardee? Do you need to show permits and financing for any such new or modified facilities prior to bid?

A18. The Offeror must demonstrate, as required by Section L-3.1.1.c, the facilities and equipment are adequate to accomplish the requirements of the solicitation and provide evidence of the availability of such facilities for duration of contract performance either by ownership, existing lease, or by letter from the facility owners indicating a statement of intent to utilize such facilities. Note also that Section L-3.1.2.a requires the Offeror to address the risks which are involved in successfully completing this contract and the Offeror's methods for mitigating all such risks. The RFP does not require the Offeror to show permits and financing for any such new or modified facilities prior to bid, but the Offeror may provide such to substantiate its demonstration of adequate facilities to accomplish the requirements of the solicitation and its mitigation of risks in successfully completing this contract.

Q19. Is it acceptable to utilize a Niton element analyzer gun for inspection of materials on the third deck and below?

A19. Yes, provided it does not require support from INACTSHIPMAINTO.

Q20. Is there any limitation to materials that can be sampled? Asbestos and paint sampling may require the removal of small (12"X12") sections of walls, insulation, pipe wrapping, etc. to gain access to materials behind the coverings. Will this be acceptable?

A20. Yes, but the Offeror must ensure that any asbestos insulation remains totally enclosed or encapsulated after sampling and does not create airborne fibers in the process of sampling. The RFP does not address a limitation to the materials that can be sampled during bidders' inspection.

Q21. Since access to the 3rd deck and below is limited to those who have Confidential clearances, please provide a listing of any and all hull modifications on the 3rd deck or below that have been made which would affect the towing of the Vessels including removal of structural portions of watertight bulkheads, doors, and decks so a contractor can more accurately formulate a proposal.

A21. A listing of hull modifications to watertight bulkheads, doors and decks, if any, on the 3rd deck or below that would affect the ability of the vessel from being towed does not exist. The RFP requires that Offerors inspect each vessel. In addition, the following information is provided. Ex-Forrestal was successfully towed from Newport, RI to Philadelphia, PA in June 2010 in accordance with the U.S. Navy Tow Manual. Ex-Saratoga has an access cut from the hanger deck to engineering spaces below, and has third and fourth deck hatches removed as a mitigation measure for public display. For ex-Saratoga, the inability to fully set Condition Zebra below the damage control deck should be documented in the tow plan and would be accepted by NAVSEA as an exception to the U.S. Navy Tow Manual Appendix H checklist.

Q22. Since access to the 3rd deck and below is limited to those who have Confidential clearances, please provide a listing of any and all equipment/machinery/structures that have been removed from the Vessels so a contractor can more accurately formulate a proposal.

A22. Like all inactive ships that are solicited for dismantling, the aircraft carriers have been stripped of equipment as necessary to support active USN fleet requirements. Equipment removal lists will be available for inspection at the INACTSHIPMAINTO site during bidders' inspection. However, offerors are reminded that the opportunity to inspect the vessels is provided so that offerors can more accurately formulate their proposals. While the extent to which the offeror inspects each ship is up to the offeror, it is to the offeror's benefit to inspect as much of the ship as possible. Although access to the third deck and below for pre-proposal inspection on ex-Forrestal and ex-Constellation requires a confidential security clearance, as provided in the Navy's response to Question 3, an offeror may choose to meet this requirement by obtaining a confidential security clearance for its employee(s), hiring a consultant who does have a confidential security clearance, etc.

Q23. Page 3 – Special Notice to Offerors; Availability and use of drawings and data – the website listed only has drawings for the Ex-Saratoga, no drawings are available for the other carriers (Ex-Forrestal and Ex-Constellation). When will this additional data be uploaded to the website and available for review?

A23. Booklet of General Plans and Damage Control Plates for ex-Forrestal and ex-Constellation are undergoing declassification and approval for public release, but may not complete until after the proposal due date. The declassified Booklet of General Plans and Damage Control Plates for ex-Saratoga are available at http://www.navsea.navy.mil/teamships/Inactiveships/Ship_Disposal/Saratoga_drawings.aspx and are generally similar to ex-Forrestal and ex-Constellation. Other environmental survey documentation for ex-Forrestal and ex-Constellation that normally would be available for inspection at the INACTSHIPMAINTO site during bidders' inspection has been posted to the Navy Inactive Ships Program website at http://www.navsea.navy.mil/teamships/Inactiveships/Ship_Disposal/CV_Dismantling.aspx

Q24. The solicitation requires Bidders to inspect all three vessels. It requires inspectors to have CONFIDENTIAL security clearance. Please advise how we can have inspectors attain this security clearance?

A24. See A3 herein.

Q25. The solicitation requires Bidders to inspect all three vessels. Since the Ex-Saratoga (CV-60) was previously inspected by several potential offerors, are we required to inspect her again?

A25. The RFP remains unchanged. Offerors are required to inspect all three vessels.

Q26. Since there is a short time till July submission date, will this be extended as all the vessels need to be inspected and sample results need to be received?

A26. The RFP remains unchanged. Two months have been provided from RFP issuance to proposal submission.

Q27. There is contradictory information on page 90 as to the number of Volume 1 hard copies to supply to the Contracting Office with Volume II. Is it Volume I: 1 one original paper copy, 5 paper copies, 3 cd's and Volume II, 1 original paper copy, 5 paper copies, and 3 cd's OR one (1) original and three copies of the Technical Proposal (Volume I) and One (1) original and five copies of the Pricing Proposal (Volume II) along with respective [three of each volume] disks?

A27. See A14.

Q28. Is the accurate time 1400 on July 23, 2012?

A28. Yes.

Q29: Does the offeror insert 365 days per the Section L-3, 1.0 General instruction: "Offerors are advised that proposals must be effective for 365 days after receipt" located on page 88 of the RFP?

A29. Yes.

Q30. Neither the paragraph on page 3 or the referenced Section 52.228-1 (page 40 of 110) clarify as to whether a \$2 million bid guarantee is required to participate in the ID/IQ offering or is per ship being offered (with the July 23 offering being CLIN 001, 002, and 003); please clarify. If the latter, does each bid guarantee require a separate SF 24?

A30. See A1.

Q31. Item No 0004 states that it is not separately priced but reflects CDRLs. On page 102, Section 4.2 II(g) states the Offeror shall fill in the CLIN pricing in the hard copy section of Section B and then states, that the price of the data for CLIN 0004 shall not be priced separately. Is the offeror to put anything in the CLIN 0004 NET AMT line in Section B and in the VOLUME II Pricing Proposal or is it to be left blank? The Offeror can enter "Not separately priced" in the CLIN 0004 NET AMT line or leave it blank. In the pricing proposal for CLINs 0001, 0002, and 0003, should the pricing for all of the CLIN 0004 be listed as line item 0004 or does the Government want the individual CDRL's pricing broken out?

A31. CLIN 0004 is not separately priced. Neither a price nor a statement need be entered for CLIN 0004 in either Section B or the Volume II Pricing Proposal. The RFP remains unchanged.

Q32. The RFP states that security clearances of CONFIDENTIAL or above are required for pre-proposal inspection. What Navy office(s) are accepting the clearances and who is the POC(s) and contact information.

A32. The POCs for arranging bidder's inspection, including submitting security clearance information for those that have security clearances, is stated on page 6 of the RFP.

Q33. The RFP states the Government reserves the right to make awards based upon the funds available. What funds are available for this program in FY2012 and proposed for FY2013?

A33. The amount of funds available for contract awards is not releasable information.

Q34. Section C-1.7 states in the first paragraph that only the hull and portions of the structure at the third deck and below shall be reduced to [commercial] scrap dimensions not exceeding five (5) feet. In the second paragraph, it states, "in addition to the requirement of reduced scrap having no single dimensions to exceed five (5) feet. These two requirements do not match. Is the Navy requiring that portions of the vessel be dismantled to scrap dimensions not exceeding five feet or that all portions of the vessel outside of the hull and structure at the third deck and below

can be dismantled to whatever size and finished by a third party not under contract? If the latter, does this mean that all of the portions of the vessel dismantled to whatever size can be exported? **A34. There are no conflicting requirements in Section C-1.7 of the RFP. All portions of the vessel structure must be completely dismantled and scrapped. In addition, vessel structure at the third deck and below must be reduced to scrap dimensions not exceeding five feet. Section C-1.7 contains additional scrapping requirements between frames 29 and 215 for the third deck and below. The RFP remains unchanged.**

Q35. Section C-2.1.1 Facility Security Requirements and C-2-1.2 Contractor Security Clearance Requirements do not specifically address administrative support for reporting. Does the government contemplate that administrative support will also require CONFIDENTIAL security clearance? If so, should that be addressed in C-2-1.3 Security Management Plan?

A35. Section C-2.1.2 specifies contractor security clearance requirements. It is up to the Offeror to determine which of its employees will have access to the third deck and below, or removed sections of the third deck and below before complete dismantling, to determine which employees are to have individual security clearances. The RFP remains unchanged.

Q36. Section C-2.2.1.2 has a requirement that a single individual proposed for the ES&H manager have experience in a heavy industry marine activity related to vessel dismantling, construction or repair. However, if two people are proposed, the requirement is experience in their field (i.e. Environmental Manager and Safety and Health Manager). If a single individual is proposed, is experience in a heavy industry activity related to vessel dismantling, construction, or repair or metal recycling adequate?

A36. Section C-2.2.1.2 addresses the desired qualifications of the ES&H Manager(s). The RFP remains unchanged, although a period should be after "...under this Statement of Work".

Q37. Section C-2.2.1.3 states that the FSO must have five (5) years experience as a Facility Security Officer at a contractor's facility performing work under a government contract. None of the competitive pool in the SARATOGA solicitation had a Facility Security Officer who was DSS-certified with five years experience as none of the competitive pool had a security clearance and the FSO is specific to government contracts needing security clearances. Please clarify what the requirement is. We are also interested if 5 years of MP experience with DSS-certified by Contract award is an adequate substitution. In addition, is there is more than one eligible corporate facility in the ID/IQ, if there is no Sensitive Compartmentalized Information to be safeguarded at the facility, can the Offeror propose a corporate, DSS-certified FSO, with on-site key personnel non-DSS certified FSO's with five-years experience?

A37. Section C-2.2.1.3 requires that "The Contractor shall provide a full-time on-site Facility Security Officer (FSO)..." and that "the FSO shall be DSS Academy certified prior to Contract Award". Section C-2.2.1.3 also requires that "The FSO shall have the years of experience as an FSO at a contractor's facility performing work under a government contract necessary to indicate the capability to perform FSO responsibilities as required under the Statement of Work." It states that "The desired [emphasis added] Facility Security Officer Qualifications are as follows: Five (5) years experience as a Facility Security Officer at a contractor's facility performing work under a government contract." The RFP remains unchanged.

Q38. Section C-2.3.2 Contract Performance Reports: Will the four progress reports (25%, 50%, 75%, and 100%) start at contract award or commence with the arrival of the carrier at the facility? **A38. Section C-2.3.2 refers to CDRL A008. CDRL A008 refers to the percentage of physical progress. The RFP remains unchanged.**

Q39. Page 15, first paragraph after list, states the Government reserves the right to reject the proposed cost reporting format if it does not provide equivalent information. However, the 10 items enumerated previously do not contain

any cost reporting information. If a cost reporting format is required, what data elements does the Government require?

A39. See CDRL A008 blocks 5 and 16. The RFP remains unchanged.

Q40. Is the Offeror supposed to fill out the blank items in CONTRACTORS PROPOSAL (NAVSEA) (MAR 2001) and submit with the offer?

A40. This will be completed by the Navy at the time of award.

Q41. Inspection and Acceptance Terms all state “N/A”. Does this require clarification prior to award?

A41. No, clarification is not required; this clause is standardly inserted. See Section C, for additional information concerning the nature of inspections required and acceptance are not applicable.

Q42. Section 52.246-2 Inspection of Supplies – Fixed Price on page 20, does not include a definition of supplies in the context of the contract requirements. What is the intent of the clause in the context of the contract requirements?

A42. This clause is required in solicitations and contracts for supplies, or services that involve the furnishing of supplies, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold. The RFP remains unchanged.

Q43. What specific Section 52.246-4 Inspection of Services-Fixed Price (AUG 1996) services in the context of the contract requirements is the Government referring to? Does the Government require the successful offeror to establish a formal QA/QC program?

A43. This clause is required in solicitations and contracts for services, or supplies that involve the furnishing of services, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold. The RFP does not require a formal QA/QC plan. The RFP remains unchanged.

Q44. Section 52-246-16 Responsibility for Supplies (APR 1984) Subsection’s (b)-(d) makes sense in the context of management of the supply. However, subsection (a) states “Title to supplies furnished under this contract shall pass to the Government upon formal acceptance...”. It is our understanding that the supplies (raw marine ferrous commodity) are being supplied by the Government who shall retain title until the vessel is reduced to scrap. Is subsection (a) just boilerplate language to allow for the inclusion of subsection’s (b)-(d)? If not, in the context of contract requirements, what does subsection (a) mean?

A44. This clause is required in solicitations and contracts for (a) supplies, (b) services involving the furnishing of supplies, or (c) research and development, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold. It applies to the extent it is applicable in the context of the RFP’s requirements. It is noted that the RFP requires that ownership of the vessel remain with the United States Navy until completely dismantled, and further states that “the Contractor is required to sell or dispose of any scrap and reusable equipment/material removed from the ship . . . report the quantity . . . recovered for resale . . . [and] retain the proceeds from the sale . . . in accordance with 10 U.S.C. 7305a and . . . apply them to the cost of performance of the contract.” RFP at 11-12. The RFP remains unchanged.

Q45. 5252.223-9114 Management and Disposal of Hazardous Waste (NOV 1996) requires a number of clarifications:

1. Subsection (3) states that “materials contained in ship systems are not waste until after removal from the system.” Clarification is required as to how the Navy considers management of potential pcb’s in coatings and wiring, particularly in regards to the TSCA export ban of PCB’s above 50 ppm.

A45.1 See Sections C-1.10 and C-1.11 of the RFP.

2. Subsection (b) Identification of Hazardous Wastes has the first part of the sentence missing.

A45.2. Paragraph (b) of the clause is deleted.

3. Subsection (c)(6) has a clause missing from the last sentence.

A45.3 Where blanks exist, “SUPSHIP - Bath” can be inserted. However, it is noted that Section C-1.11 of the RFP specifies that “The Government will not be a co-permittee on any permits obtained by the Contractor or a co-generator of any waste material.”

Q46. Section 52.228-1 Bid Guarantee requires clarification as to whether the \$2 million bid guarantee is per offer (CLIN 0001, 0002, 0003) or to make the offer for CLIN 0001, 0002, and 0003.

A46. See A1 herein.

Q47. Section 52.228-16 Performance and Payment Bonds—Other Than Construction (Nov 2006)(b) states, “The Contractor shall furnish a performance bond...for the protection of the Government in an amount equal to \$2,000,000 and a payment bond...in an amount equal to \$2,000,000.” Will the successful offeror be expected to provide a separate performance bond and separate payment bond for each CLIN awarded?

A47. Yes.

Q48. Clarification of NAVSEA 5252.217-9121 as to whether it is boilerplate indemnification clause or NAVSEA contemplates bringing a large number of personnel and associates of either US citizenship and/or CONFIDENTIAL security clearances for site visits.

A48. The RFP remains unchanged.

Q49. In Block 15a, if more than one facility is proposed, what is to be put in the 15a sub-block: “FACILITY” and “CODE”?

A49. The primary facility proposed for dismantling one aircraft carrier. However, to the extent that the question indicates that an offeror may be considering proposing one facility OR another facility in the alternative, please note that, as stated in Section M of the RFP, the Government will not accept alternate proposals.

Q50. FAR 52.215-16 Facilities Capital Cost of Money and FAR 52.215-17 Waiver of Facilities Capital Cost of Money contradict each other. Are these in the RFP to allow their relative insertion into the ID/IQ award depending upon whether the Offeror included Facilities Capital Cost of Money in their offer or not?

A50. The clauses will be deleted.

Q51. FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (2011) states the HUBZone Small Business Concern must be listed on the SBA Qualified HUBZone Small Business Concerns. Is that accurate?

A51. The clause speaks for itself. The RFP remains unchanged.

Q52. FAR 52.219-9 Small Business Subcontracting Plan application is at the discretion of the Contracting Officer but can make the offeror ineligible for award. Our company has a policy of subcontractors under Master Service Agreements in which vendor size, outside of performance, is not a criteria. Is the Contracting Officer intending to exercise this clause prior to award?

A52. Alt II, which requires a small business subcontracting plan, is added to FAR 52.219-9.

Q53. FAR 52.219-14 refers to limitations on sub-contracting to small business concerns. Does

this clause apply to this RFP?

A53. This clause will be deleted. Generally, standard clauses included in Navy RFPs that do not apply, are considered 'not applicable' and are self-deleting.

Q54. DFAR 252.246-7000 Material Inspection and Receiving Report allows submission through the Wide Area Work Flow (WAWF) DoD electronic portal. Does the Contracting Officer expect the WAWF to be used for reporting? Will the reporter need to have a CONFIDENTIAL security clearance?

A54. Contractor personnel requiring security clearances are per the requirements of Section C-2.1.2 of the RFP. The RFP remains unchanged.

Q55. FAR 52.204-6 requires that the DUNS number be inserted into Block 15a, on page 1, with the exact name and address of the offeror having the DUNS number. Does this follow name and address?

A55. The RFP remains unchanged.

Q56. FAR 52.207-1 NOTICE OF STANDARD COMPETITION allows for government/agency competition in the ID/IQ and government/agency performance. Has the CO been notified there is government/agency competition under this RFP? Does Circular A-76 (revised) allow for public/private partnerships? We may have additional questions on the FAR clause.

A56. This clause will be deleted.

Q57. DFAR 252.211-7002 allows the offeror to request Specifications, standards, plans, drawings, data item descriptions and other pertinent documents. However, the Activity and address of where to request from is not filled in.

A57. See page 3 of the RFP.

Q58. DFAR 252-204-7001 requires the CAGE code be inserted into Block 15, page 1, with the exact name and address of the offeror having the CAGE code. Does this follow name and address and DUNS number?

A58. See A55.

B. 1. Under Section B, Supplies or Services and Prices/Costs, add the following, for the purposes of soliciting future delivery orders:

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0005	Towing and dismantling of one CV 59/63 FFP				Required at time follow-on delivery orders are solicited

Prepare for and accomplish the tow of one CV 59/63 Class ship from the government's location in Philadelphia, PA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002412NR54008

NET AMT

TBD

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0006	Towing and dismantling of one CV 59/63				Required at time follow-on delivery orders are solicited
	FFP				
	Prepare for and accomplish the tow of one CV 59/63 Class ship from the government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002412NR54008				
				NET AMT	TBD

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0007	DATA ITEMS				NSP
	FFP				
	Data for Items 0005 and 0006 (See Contract Data Requirements List (CDRL) attached hereto. Not separately priced (NSP). Price included in Items 0005 and 0006.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002412NR54008				
				NET AMT	

2. Under Section C, Statement of Work, C-1.1 CLIN Description,
 - a. add "and follow-on Delivery Order CLINs 0005 and 0006" to CLINs 0001, 0002 and 0003.
 - b. add "and follow-on Delivery Order CLIN 0007" to CLIN 0004.
 - c. Under Section C-2.2.1.2, last sentence, insert a period after "...under this Statement of Work". "Desired..." begins another sentence.

3. Under Section E, Inspection and Acceptance, add the following:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government

4. Under Section F, Deliveries or Performance, add the following:

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A

5. Under Section H – Special Contract Requirements, in the clause entitled 5252.223-9114 Management and Disposal of Hazardous Waste (NOV 1996), delete paragraph (b); and insert “SUPSHIP - Bath” in the blanks in paragraph (c).

6. Under Section I – Clauses Incorporated by Reference, delete FAR 52.207-1, 52.215-16, FAR 52.215-17, and 52.219-14. Add “ALT II” to 52.219-9. In Clauses Incorporated by Full Text, FAR 52.243-7, Notification of Changes, insert “30” in the blank in paragraph (b), and “45” in the blank in paragraph (d).

7. Under Section L-3 ADDITIONAL INSTRUCTIONS TO OFFERORS, change as follows:

- a. Replace the existing text at the second bullet on page 91 with the following:

“The page count for the Technical Volume is limited to a maximum of 100 pages, EXCLUSIVE of Title Page, Table of Contents, Personnel Qualifications (resumes), Tow Plans, Past Performance Evaluation Forms and exhibits containing the schedule, organizational chart, diagrams and pictures, and listings of transporters, disposal facilities

and laboratories. The Environmental Management Plan, Safety and Health Management Plan, the Operational Plan, and Security Management Plan are INCLUDED in the page count limitation.”

b. On page 90, “Copies Required” table, change paper copies of Price Proposal (Volume II) from “5” to “2”.

8. Except as amended herein all other terms and conditions remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 13-Jul-2012	4. REQUISITION/PURCHASE REQ. NO. N0002412NR54008		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030	CODE N00024	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N00024-12-R-4211	
		X	9B. DATED (SEE ITEM 11) 24-May-2012	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) To Extend the Closing date of the Solicitation to August 22, 2012				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 13-Jul-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CHANGE

SUMMARY OF CHANGES

The purpose of this Amendment to solicitation N00024-12-R-4211 is to update section A and Section L to Extend the closing date of the solicitation to August 22, 2012 as follows:

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time 22-Aug-2012 02:00 PM has been added.

SECTION L –INSTRUCTIONS. CONDITIONS AND NOTICES TO BIDDERS

All volumes shall be received prior to 1400 on 22- August-2012

(End of Summary of Changes)

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. CLIN 0001-0003, 0005-0006	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM SHIP DISPOSAL	E. CONTRACT/PR NO. N00024-12-R-4211	F. CONTRACTOR
--	---	----------------------

1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TOW PLAN	3. SUBTITLE TOW PLAN
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE Section C-Paragraph C-1.3	6. REQUIRING OFFICE PMS 333
---	---	---------------------------------------

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ONE TIME	12. DATE OF FIRST SUBMISSION AS REQUIRED	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
					Final	
					Draft	Reg
						Repro

16. REMARKS The contractor shall prepare and accomplish the towing of the ship in accordance with the U.S. Navy Towing Manual and provide a written towing plan and Appendix H. The towing plan and completed Appendix H shall be submitted to the government no later than 30 days prior to commencement of ship towing. The Contractor shall notify the Contracting Officer within five (5) working days of the projected completion of towing preparations, so that an inspection can be conducted by the NAVSEA towing technical authority prior to the tow departure date.	PMS 333		1	0		
15. TOTAL →						
				0	2	0

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM SCHEDULE	3. SUBTITLE SCHEDULES
---------------------------------	--	---------------------------------

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE Section C-Paragraph C-1.5	6. REQUIRING OFFICE PMS 333
---	---	---------------------------------------

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION AS REQUIRED	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	a. ADDRESSEE	b. COPIES	
					Final	
					Draft	Reg
						Repro

16. REMARKS The Contractor shall provide a schedule with measurable milestones for the ship disposal including a planned start date and completion date with a timeline for each phase which will be incorporated into the contract. The schedule shall identify key events, that if not met, could jeopardize delivery. Negotiated milestone changes shall be submitted in writing upon schedule changes.	PMS 333		1	0		
15. TOTAL →						
				0	2	0

G. PREPARED BY:	H. DATE	I. APPROVED BY	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

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A. CONTRACT LINE ITEM NO. CLIN 0001-0003, 0005-0006					B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____		
D. SYSTEM/ITEM SHIP DISPOSAL				E. CONTRACT/PR NO. N00024-12-R-4211		F. CONTRACTOR			
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM CERTIFICATION OF DEMILITARIZATION AND DISMANTLEMENT					3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section C-Paragraph C-1.7, C-1.8			6. REQUIRING OFFICE PMS 333			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ONE TIME		12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		b. COPIES			
						Draft	Reg	Repro	
16. REMARKS The contractor shall certify that the hull and all weapons systems are totally destroyed beyond possible restoration. A certification shall be prepared and signed for the ship. Certification shall be incorporated as part of the Final Project Report (Data Item A008).						PMS 333	1	0	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE ITEM NO. CLIN 0001-0003, 0005-0006	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM SHIP DISPOSAL	E. CONTRACT/PR NO. N00024-12-R-4211	F. CONTRACTOR
--	---	----------------------

1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM AND TECHNICAL DATA REGULATORY AGENCY CORRESPONDENCE	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE Section C- Paragraph C-1.11 C-1.12	6. REQUIRING OFFICE PMS 333
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION AS REQUIRED	14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	b. COPIES			
				a. ADDRESSEE	Draft	Final	
						Reg	Repro

16. REMARKS The Contractor shall provide the Government with copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract. This shall include but not be limited to: Notification of any regulatory agency inspection conducted and summarization of the results, of any Notice of Violations, citations, or cautionary notices received from regulators during the reporting period, relating to the performance of this Contract.								
	PMS 333					1	0	
	OSR					1	0	
				15. TOTAL →		0	2	0

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM ACCIDENT, INCIDENT, AND INJURY REPORT	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE Section C-Paragraph C-1.11.2, C-1.12.3	6. REQUIRING OFFICE PMS 333
---	--	---------------------------------------

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION AS REQUIRED	14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	b. COPIES			
				a. ADDRESSEE	Draft	Final	
						Reg	Repro

16. REMARKS Required within one (1) day of a condition triggering this report. The Contractor shall record and immediately, within one (1) day, report to the Contracting Officer, all available facts relating to injury to either Contractor or Government personnel or each instance of damage to Government property. A summation of accident, incident, and injury reports shall be incorporated with the Final Project Report (Data Item A008).								
	PMS 333					1	0	
				15. TOTAL →		0	2	0

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY:	H. DATE	I. APPROVED BY	J. DATE
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CONTRACT DATA REQUIREMENTS LIST**(2 Data Items)****Form Approved
OMB No. 0704-0188**

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A. CONTRACT LINE ITEM NO. CLIN 0001-0003, 0005-0006				B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM SHIP DISPOSAL			E. CONTRACT/PR NO. N00024-12-R-4211			F. CONTRACTOR			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM PROGRESS / STATUS REPORT					3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section C Paragraph C-1.13, C-2.3.1			6. REQUIRING OFFICE PMS 333			
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY WEEKLY		12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		b. COPIES			
						Draft		Final	
								Reg	
								Repro	
16. REMARKS The Contractor shall provide a written weekly report to the Government Onsite Representative (OSR) and Contracting Officer highlighting the Contractor's key work activities performed in the reporting period, work planned in the next reporting period, materials removed, quantity of scrap and reusable equipment recovered for resale, any security violations, and any deviations from planned schedules and budgets.						PMS 333		1	0
						OSR		1	0
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
15. TOTAL →		0	3	0					
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM COST DATA REPORT					3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section C-Paragraph C.1.13, C-2.3.2			6. REQUIRING OFFICE PMS 333			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		b. COPIES			
						Draft		Final	
								Reg	
								Repro	
16. REMARKS The contractor shall submit a report tracking expenditures, man-hours, progress, material types and quantities, proceeds from scrap and reusable material/equipment, and variances. Reports shall be submitted no later than 15 days after the contract has reached 25%, 50%, and 75% physical progress and a Final Project Report shall be submitted no later than 30 days after final completion of all work, including sale or disposal of all scrap and reusable equipment/material. The final cost data report shall be incorporated with the Final Project Report.						PMS 333		1	0
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
						_____		_____	_____
15. TOTAL →		0	2	0					
G. PREPARED BY:			H. DATE		I. APPROVED BY			J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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(2 Data Items)

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D. SYSTEM/ITEM SHIP DISPOSAL				E. CONTRACT/PR NO. N00024-12-R-4211		F. CONTRACTOR						
1. DATA ITEM NO. A009		2. TITLE OF DATA ITEM AND TECHNICAL DATA SECURITY CHANGES AND VIOLATIONS REPORT				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section C-Paragraph C-2.1.1			6. REQUIRING OFFICE PMS 333						
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION					
8. APP CODE N/A			11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
16. REMARKS The Contractor shall record and report all available facts within one (1) day of any changes to the Contractor's facility that effect the physical security programs or violation of security procedures pertaining to facility and/or personnel. A summation of violations shall be incorporated as part of the Final Project Report (Data Item A008).							PMS 333		Draft	Final		
							OSR			Reg	Repro	
							15. TOTAL →		0	2	0	
1. DATA ITEM NO. A010		2. TITLE OF DATA ITEM PERSONNEL SECURITY CLEARANCE CERTIFICATIONS				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section C-Paragraph C-2.1.1			6. REQUIRING OFFICE						
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION					
8. APP CODE N/A			11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE			b. COPIES		
16. REMARKS Upon Contract award, the Contractor shall provide the Contracting Officer with the current 100% listing of all persons having authorized access to the facility and the vessel, along with validation of active status of individual CONFIDENTIAL security clearances. Changes to this listing shall be provided to the Contracting Officer within 24 hours.							PMS 333		Draft	Final		
							OSR			Reg	Repro	
							15. TOTAL →		2	0		
G. PREPARED BY:			H. DATE		I. APPROVED BY		J. DATE					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE ITEM NO. CLIN 0001-0003, 0005-0006				B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM SHIP DISPOSAL			E. CONTRACT/PR NO. N00024-12-R-4211			F. CONTRACTOR				
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM NOTIFICATION OF ITEMS FOUND ON BOARD					3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section C-Paragraph C-2.4			6. REQUIRING OFFICE PMS 333				
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
							Draft	Final		
16. REMARKS The contractor shall immediately notify the Contracting Officer of items such as classified material, photographs, drawings, or other information of a historical nature found onboard the ship and their location. These items shall be safe guarded and turned over to the Contracting Officer.						PMS 333		1	0	
						OSR			1	0
						15. TOTAL →				

1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM ENVIRONMENTAL SAFETY AND HEALTH SELF-ASSESSMENT REPORT				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section C-Paragraph C-2.6.2			6. REQUIRING OFFICE PMS 333				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES			
							Draft	Final		
16. REMARKS The Contractor shall conduct a self-assessment of its own ES&H programs and shall provide a written report to the Government. Generally, the Government will notify the Contractor in writing at least thirty (30) calendar days prior to the Government's commencement of its ES&H assessment at the Contractor's workspace. However, the Government reserves the right to conduct an unannounced assessment. Report shall be submitted no later than 15 days prior to the commencement of the Government's ES&H Evaluation.						PMS 333		1	0	
						OSR			1	0
						15. TOTAL →				

G. PREPARED BY:			H. DATE		I. APPROVED BY		J. DATE		
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
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CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO. CLIN 0001-0003, 0005-0006		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____								
D. SYSTEM/ITEM SHIP DISPOSAL			E. CONTRACT/PR NO. N00024-12-R-4211		F. CONTRACTOR							
1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM AND TECHNICAL DATA SOUVENIR PLATES				3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE Section C- Paragraph C-2.7		6. REQUIRING OFFICE PMS 333							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ONE TIME		12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION						
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES						
						Draft	Reg	Repro				
16. REMARKS The contractor shall prepare and deliver twenty (20) souvenir plates with dimensions of three inches by five inches; free of sharp edges and applied paint with the name and hull number of the ship engraved in quarter inch letters. The souvenir plates shall be submitted no later than 30 days after final completion of all work, including sale or disposal of all scrap and reusable equipment/material. The contractor shall also provide the location onboard the ship where the souvenir plates were obtained from.					PMS 333		20	0				
					15. TOTAL →	0	20	0				
G. PREPARED BY:			H. DATE	I. APPROVED BY			J. DATE					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030	CODE N00024	7. ADMINISTERED BY (If other than item 6) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530		CODE N62790
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-14-D-4202	
			X 10B. DATED (SEE ITEM 13) 22-Oct-2013	
CODE 3RDC1	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Page 2				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____		
15B. CON (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 12/12/13	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification to contract N00024-14-D-4202 is to change the towing company from (b)(4) to (b)(4) CDRL A001, Tow Plan, is updated accordingly.

SUMMARY OF CHANGES

(End of Summary of Changes)

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED Confidential b. LEVEL OF SAFEGUARDING REQUIRED Confidential	
2. THIS SPECIFICATION IS FOR: <i>(x and complete as applicable)</i>			3. THIS SPECIFICATION IS FOR: <i>(x and complete as applicable)</i>		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER N00024-14-D-4202		<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases.)</i> 13-Oct-02	
	b. SUBCONTRACT NUMBER			b. REVISED (supersedes all previous specs)	Revision No. Date (YY-MMM-DD)
	c. SOLICITATION OR OTHER NUMBER N00024-12-R-4211	Date (dd mmm yyyy)		c. FINAL (Complete Item 5 in all cases) Date (YY-MMM-DD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:					
Classified material received or generated _____					(Preceding Contract Number) is transferred to this following-on contract.
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:					
In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE ALL STAR METALS LLC 101 BOX CAR ROAD BROWNSVILLE TX 78521		b. CAGE CODE 3RDC1	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DSS- SAN ANTONIO FIELD OFFICE DSS- IOFSS (b)(4)		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT DISMANTLE AND RECYCLE CONVENTIONAL-POWERED INACTIVE NAVY AIRCRAFT CARRIER					
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>
b. RESTRICTED DATA			<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA			<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>
(1) Sensitive compartmented information (SCI)			<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES.	<input checked="" type="checkbox"/>
(2) Non-SCI			<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION			<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>
g. NATO INFORMATION			<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION			<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION			<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>			l. OTHER (Specify)	<input checked="" type="checkbox"/>
k. OTHER (Specify)			<input checked="" type="checkbox"/>		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release.

Direct Through (Specify)

COMMANDER, NAVAL SEA SYSTEMS COMMAND (SEA OOD)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The Security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

SECURITY CLASSIFICATION GUIDANCE IS AS FOLLOWS:



14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
(If Yes, identify the pertinent contractual clauses in the contract itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under the classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL (b)(6)	b. TITLE SECURITY CONTRACTING OFFICER	c. TELEPHONE (Include Area code) (b)(6)
--	---	--

d. ADDRESS (Include Zip Code)
**1333 ISAAC HULL AVE., S.E.
WASHINGTON, DC 20376-9917**

17. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMIN.
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input type="checkbox"/>	f. OTHERS AS NECESSARY



PREVIOUS EDITION IS OBSOLETE

13. SECURITY GUIDANCE. The Security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handed and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

-All reports of contractor security violations associated with this contract shall be mailed by the Cognizant DSS field office directly to the certifying official in block 16 of this DD254.

-All classified information involved in security incidents shall be retained and provided to the certifying official in block 16 (a) of this DD 254 for classification review.

-Forward a copy of subcontractor DD 254s issued under this contract to the official shown in item 16a of this DD254.

-All security related requests pertaining to this contract shall be submitted in writing by the contractor's Facility Security Officer (FSO) to the individual identified in block 16(a) of this DD254.

-As required by the solicitation referred to in block 2.a, all employees, subcontractors, and others, prior to obtaining access to the vessel and/or the area of the facility where the vessel will be dismantled, must be U.S. citizens. Any individuals to access the third deck and below, or removed sections of the third deck and below before complete dismantling must possess individual security clearances at CONFIDENTIAL level at minimum. The CV- 59/63 Class Aircraft Carriers consist of structures that are classified until demilitarized by the dismantling process. Therefore, the contract requires that the Contractor have facility controls in place to prevent physical access to the vessel and the area of the facility by non-US citizens or unauthorized persons. In dismantling this vessel, internal compartments, arrangements, and details of the ship at or below the third deck must not be observable by non-US citizens or unauthorized persons. Access to any part of the ship by non-US citizens, or to areas at or below the third deck by unauthorized persons, or persons without a confidential security clearance, is prohibited. The contractor's Facility Security Officer (FSO) must maintain a current 100% listing of all persons having authorized access to the facility and the vessel.

-The program sponsor for this contract is (b)(6)

-Contact (b)(6) for any security questions related to this contract.

-No security classification guides currently exist for this contract. Classified information generated in support of this contract must be marked in accordance with the source material provided.

-Contractor cannot have access to or store classified material/information until Defense Security Service (DSS) has granted them a facility clearance and safeguarding capability

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3	PAGE OF PAGES 1 62
2. CONTRACT NO. N00024-14-D-4202	3. SOLICITATION NO. N00024-12-R-4211	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 24 May 2012	6. REQUISITION/PURCHASE NO. SEE SCHEDULE		
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030		CODE N00024	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: FAX:				TEL: FAX:		

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

SOLICITATION

9. Sealed offers in original and _____ 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 02:00 PM local time 22 Aug 2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME (b)(6)	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (b)(6)	C. E-MAIL ADDRESS (b)(6)
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11. TABLE OF CONTENTS

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OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217	CODE 3RDC1	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT (b)(4)	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530	CODE N62790	25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER, WEST ENTITLEMENT P.O. BOX 182381 COLUMBUS OH 43218-2381	CODE HQ0339
26. NAME OF CONTRACTING OFFICER (Type or print) (b)(6)	27. UNITED STATES OF AMERICA (b)(6) (Signature of Contracting Officer)		28. AWARD DATE 22-Oct-2013

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>Towing and dismantling of one CV 59/63 FFP</p> <p>Prepare for and accomplish the tow of the ex-FORRESTAL (AVT 59) from the government's location in Philadelphia, PA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 1300385152</p>	1	Each	(b)(4)	(b)(4)
<p>MAX NET AMT</p>					(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Towing and dismantling of one CV 59/63 FFP Prepare for and accomplish the tow of ex-SARATOGA (CV 60) from the government's location in Newport, RI to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.	1	Each	(b)(4)	(b)(4)

FOB: Destination
PURCHASE REQUEST NUMBER: N0002412NR54008

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Towing and dismantling of one CV 59/63 FFP Prepare for and accomplish the tow of ex-CONSTELLATION (CV 64) from the government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.	1	Each	(b)(4)	(b)(4)

FOB: Destination
PURCHASE REQUEST NUMBER: N0002412NR54008

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	DATA ITEMS FFP Data for Items 0001, 0002 and 0003 (See Contract Data Requirements List (CDRL) attached hereto). Not separately priced (NSP). Price included in items 0001, 0002 and 0003. FOB: Destination PURCHASE REQUEST NUMBER: N0002412NR54008	UNDEFINED			NSP

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Towing and Dismantling of one CV 59/63 FFP Prepare for and accomplish the tow of one CV 59/63 Class ship from the Government's location in Philadelphia, PA to the Contractor's location in teh United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material. FOB: Destination	1	Each	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Towing and Dismantling of one CV 59/63 FFP Prepare for and accomplish the tow of one CV 59/63 Class ship from the Government's location in Bremerton, WA to the Contractor's location in the United States. Prepare for and accomplish vessel dismantling, hazardous material removals and disposal, and processing and scale of scrap and reusable equipment/material. FOB: Destination	1	Each	(b)(4)	(b)(4)
MAX NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	DATA ITEMS FFP Data for Items 0005 and 0006 (See Contract Data Requirements List (CDRL) attached hereto. Not separately priced (NSP). Price included in Items 0005 and 0006. FOB: Destination	1	Lot		NSP
MAX NET AMT					

SUPPLIES OR SERVICES AND PRICE

The Contractor shall furnish the Items in Section B when ordered by the Contracting Officer in accordance with the terms and conditions set forth in this Contract. Offerors shall propose a separate Firm Fixed Price for each of CLINs 0001, 0002 and 0003. The firm fixed price represents the net cost of performance, which factors in anticipated proceeds from the sale of scrap and reusable equipment/material for each CLIN as proposed/awarded. Prices for follow-on delivery orders, including corresponding towing, will be proposed by successful offerors when new delivery orders are solicited.

All scrap or reusable equipment/material removed from the vessels is required to be sold or disposed of no later than 90 days after completion of dismantling of each vessel. Estimated proceeds from sales should be factored into the price proposed to the Government. The Contractor shall use the sale proceeds to offset the cost of work performed under this Contract. The vessels shall be dismantled in the United States.

OFFERORS' INSPECTION OF EACH VESSEL OFFERED IN CLINS 0001, 0002 AND 0003 IS MANDATORY. EACH AUTHORIZED REPRESENTATIVE OF THE OFFEROR SHALL SIGN IN WITH THE INACTSHIPMAINTO REPRESENTATIVE AT THE TIME OF INSPECTION. OFFERORS WHO DO NOT INSPECT EACH VESSEL PRIOR TO SUBMISSION OF A PRICE PROPOSAL IN RESPONSE TO THIS RFP WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD OF ANY VESSEL. SECURITY CLEARANCES AT THE CONFIDENTIAL LEVEL ARE REQUIRED FOR PRE-PROPOSAL INSPECTION OF THE AIRCRAFT CARRIERS AT THE THIRD DECK AND BELOW. SECURITY CLEARANCES ARE NOT REQUIRED FOR PRE-PROPOSAL INSPECTION OF THE AIRCRAFT CARRIERS AT THE SECOND DECK AND ABOVE.

Ex-FORRESTAL (AVT-59) is physically located at the Inactive Ships on-site Maintenance Office (INACTSHIPMAINTO), Philadelphia, PA and ex-SARATOGA (CV 60) is physically located at the Naval Station, Newport, RI under INACTSHIPMAINTO Philadelphia custody. The INACTSHIPMAINTO Philadelphia point of contact is (b)(6)

Ex- CONSTELLATION (CV 64) is physically located at INACTSHIPMAINTO Bremerton. The INACTSHIPMAINTO Bremerton point of contact is (b)(6)

Offerors shall contact INACTSHIPMAINTO Philadelphia and Bremerton to arrange for vessel inspections at least five days in advance of the desired date. Offerors may obtain non-destructive environmental samples as necessary, consistent with INACTSHIPMAINTO procedures for the maintenance of vessels onboard hazardous materials.

The Government reserves the right to make awards based upon the funds available.

The Contractor shall own or have access to a facility with security clearance at the CONFIDENTIAL level at minimum, obtained from the Defense Security Service (DSS) prior to Contract Award. If the Contractor does not own or have access to a facility with security clearance at the CONFIDENTIAL level at minimum, the facility security clearance shall be obtained from the Defense Security Services (DSS). Key personnel shall be U.S. citizens and shall have or obtain security clearances at the CONFIDENTIAL level at minimum prior to Contract Award. Following Contract Award, all other employees, subcontractors, and other persons shall be U.S. citizens prior to obtaining access to the vessels and/or the area of the facility where the vessels will be dismantled. Any individuals with access the third deck and below, or removed sections of the third deck and below before complete dismantling, shall possess individual security clearances at CONFIDENTIAL level at minimum. If necessary, following evaluation and determination of Apparent Awardees, NAVSEA will sponsor the Apparent Awardees to DSS to apply for the necessary facility and key personnel security clearances.

All costs associated with meeting the requirements for, and obtaining, such security clearances shall be borne solely by the Apparent Awardees.

CLAUSES INCORPORATED BY FULL TEXT**CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)**

The entire Indefinite-Delivery/Indefinite-Quantity Contracts and delivery orders awarded thereunder are for firm fixed price Delivery Orders. Data requirements are not separately priced. Costs will be included within the priced line items. The Firm Fixed Price for each of CLINs 0001, 0002 and 0003, and follow-on delivery orders, represents the net cost of performance for each CLIN, and factors in anticipated proceeds retained by the Contractor from the sale of scrap and reusable equipment/material.

CLAUSES INCORPORATED BY FULL TEXT**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

Section C - Descriptions and Specifications

Section C - Descriptions and Specifications

STATEMENT OF WORK

PART 1: LINE ITEM DESCRIPTION AND GENERAL SCOPE OF WORK

PART 2: ADDITIONAL REQUIREMENTS

PART 3: GENERAL REQUIREMENTS

PART 1 – CONTRACT LINE ITEM DESCRIPTION AND GENERAL SCOPE OF WORK**C-1.1 CLIN DESCRIPTION.**

CLINS 0001, 0002 and 0003 and follow-on Delivery Order CLINs 0005 and 0006. In accordance with the Section C Statement of Work: The Contractor shall prepare for and tow the CV 59/63 Class aircraft carrier from the INACTSHIPMAINTO location to the Contractor’s facility in the U.S. in conformance with the U.S. Navy Tow Manual. The Contractor shall complete the dismantling of the vessel in a secure facility in the United States, and remove and properly dispose of hazardous materials/wastes in accordance with applicable Federal, State, and local laws and regulations. The Contractor shall process and sell all scrap and reusable equipment/material removed from the vessel and shall retain the sale proceeds to offset its costs of performance. The Contractor shall ensure the stability of the vessel during the tow and dismantlement.

CLIN 0004 and follow-on Delivery Order CLIN 0007. The Contractor shall prepare and submit all data requirements in accordance with the Contracts Data Requirements List (CDRL) and the Section C Statement of Work.

C-1.2 SCOPE OF WORK. The Contractor shall furnish the items specified in Section B of the Schedule in accordance with this Section and the requirements set forth in delivery orders issued by the Contracting Officer in accordance with the Section H clause entitled “Orders.” The Contractor shall provide all personnel, equipment, tools, vehicles, materials, facilities, supervision, and other industrial equipment and services necessary to meet the requirements of this Contract and perform the scope of work described, in a manner which is safe for workers and the environment, and complies with all applicable Federal, State and local laws and regulations. The Contractor shall provide evidence of continued availability of such facilities for the duration of the Contract period of performance by ownership, existing lease, or letter from the facility owners indicating a statement of intent to utilize such facilities for scrapping operations, as well as evidence that site specific permits are currently in effect or can be obtained prior to the start of subject Contract. The facility shall possess a minimum clearance level of CONFIDENTIAL prior to contract award.

The scope of work for dismantling and disposal of the vessel includes:

- Towing the vessel in conformance with the U.S. Navy Tow Manual, Appendix H, www.supsalv.org
- Dismantling of the vessel:
 - Establishing a schedule
 - Utilizing dry-dock, slip, or other method
 - Demilitarizing residual military equipment and property
 - Stripping of unique Government Property, if required
 - Completely scrapping the hull
- Hazardous material/waste removal and disposal
- Sale of scrap and reusable equipment/material

All work performed under this Contract shall be in compliance with applicable Federal, State, and Local laws and regulations. The Contractor shall have all valid permits and licenses necessary prior to performing the associated

scope of work. The Contractor shall maintain valid permits and licenses throughout the period of performance of this Contract.

C-1.3 TOWING. The Contractor shall provide harbor clearance, ocean engineering and point-to-point towing services to ensure safe transport of the vessel from existing vessel location to the Contractor's facility in the U.S. for complete dismantling. The Contractor shall prepare and accomplish the towing of the vessel in conformance with the U.S. Navy Tow Manual SL740-AA-MAN-010 (<http://www.supsalv.org/pdf/towman.pdf>) using Appendix H for guidance. The towing vessel shall have a minimum bollard pull of 80 tons, tow wire of Extra Improved Plow Steel (EIPS) 2 1/4" or higher, preferred break strength of 660,000 lbs. The Contractor shall provide a written tow plan for the vessel in accordance with CDRL A001 at least 30 days prior to the proposed tow date. The tow plan shall be prepared by or approved by a reputable towing company with the capability of towing a CV 59/63 Class aircraft carrier. The Contractor shall notify the Contracting Officer within five (5) working days of the projected completion of towing preparations, so that an inspection can be conducted by the NAVSEA towing technical authority prior to the tow departure date. The Government shall not assume liability associated with delay of the Contractor's proposed tow date if the written tow plan is not provided in accordance with CDRL A001 at least 30 days prior to the proposed towing date, or if the Contractor fails to correct, prior to the Contractor's proposed towing date, any tow plan or tow preparation deficiencies identified by the NAVSEA towing technical authority.

C-1.4 DISMANTLING OF THE VESSEL. The Contractor shall completely dismantle the vessel in Section B of this RFP identified by delivery order in accordance with the requirements stated in this RFP.

C-1.5 SCHEDULE. The Contractor shall develop and implement a detailed schedule, including measurable milestones, to accomplish the Statement of Work. The Contractor's schedule for each of CLINs 0001, 0002 and 0003 as proposed shall be incorporated into the Contract as attachment J-3. Schedules for additional CV's for dismantling under CLINs 0001 through 0003 will be proposed by the Contractor when requested by the Contracting Officer for subsequent delivery orders. The schedule will include planned start and completion dates and a timeline for each phase of the dismantling, hazardous material removal and disposal in accordance with CDRL A002, including but not limited to, all tasks required for vessel dismantling including towing, demilitarization of residual military equipment and property, identification and safe removal & disposal of hazardous materials/wastes, vessel dismantling, scrap processing, and sale and shipment of scrap and reusable equipment/material. The schedule shall be used as the baseline schedule in developing the status and contract performance reports required in C-2.3.

C-1.6 DRY-DOCK, SLIP, OR OTHER METHOD. The Contractor shall implement plans, as described in the Operational Plan in [See Section C-1.9 below], for using dry-dock, slip or other method for dismantling the underwater hull in an environmentally safe manner. The plans shall include methods for ensuring vessel stability during the cutting process, final dismantlement of underwater hull, and measures to prevent flooding or sinking. In addition, plans shall include measures for preventing cutting slag and other contaminants from entering the water.

C-1.7 COMPLETE DISMANTLEMENT AND DEMILITARIZATION OF THE VESSEL. The Contractor shall completely dismantle and scrap all portions of the vessel structure. This will include the removal from the vessel, without replacement of all hull, inner bottom, bulkhead, deck and superstructure materials, as well as all between decks, longitudinal and transverse girders and frames, their associated webs, and floors. The term "hull" means the framework, including the keelsons, together with all decks and between decks, superstructures, tanks, inner & shell plating and bulkheads, but exclusive of main or auxiliary machinery, outfitings & furnishings and other auxiliary equipment. The term "scrap" means to reduce the property such that it has no value except for its basic material content. Final dismantlement and mutilation of the vessel shall be performed in such a manner that no considerable part of the vessel is left intact or undisturbed to the extent that it could be reconstructed or readily identified as an existing portion of the original hull or superstructure. Further, the hull and all portions of structure of the vessel at the third deck and below shall be reduced to scrap dimensions not exceeding five (5) feet. Upon completion of the Contract, the Contractor shall certify that the hull, and the equipment described herein, has been demilitarized in accordance with the requirements of C-1.7, C-1.8, and CDRL A003.

In addition to the requirement of reduced scrap having no single dimensions to exceed five (5) feet, for the region of the vessel from the third deck to the bottom plating and in board of the shell from frame 29 to frame 215, these additional scrapping requirements shall be imposed:

Removal and reduction to no greater than five (5) feet of any single dimension for all plating associated with transverse and longitudinal members, decks, between decks and bulkheads.

Removal of all markings from all plating.

Removal and reduction to no greater than five (5) feet of any single dimension for the innermost longitudinal bulkhead from the shell shall have all vertical stiffeners removed from the plating and vertical stiffeners themselves will be further reduced by cutting away the flanges from the web of each stiffener.

Removal and reduction to no greater than five (5) feet of any single dimension for all 3rd deck hatches, and the doors leading into the steering gear rooms, shall be fully destroyed by cutting into sections, removing hinges, and securing mechanisms such that remaining plate is not recognizable as a functional device.

C-1.8 DEMILITARIZATION OF RESIDUAL EQUIPMENT/SYSTEMS. The Contractor shall ensure that any and all weapons systems and communications equipment remaining onboard the vessel, such as guided missile launching systems, mounts and fire control systems, sonar domes, transducers and associated equipment, torpedo tubes, ASROC launchers, antennas, radar reflective material, wave guides and any other weapon systems are further and totally destroyed by melting, cutting, tearing, scratching, crushing or breaking the item and components. Sale or donation of this equipment for continued use is prohibited. Final dismantlement and mutilation as described above, and in C-1.7, will constitute demilitarization of the hull and required equipment. Upon completion of the Contract, the Contractor shall certify that the hull, and the equipment described herein, has been demilitarized in accordance with the requirements of C-1.7, C-1.8, and CDRL A003.

C-1.9 OPERATIONAL PLAN. The Contractor shall develop and implement a detailed Operational Plan for towing and dismantling the vessel, removing, and disposing hazardous materials/wastes, and sale of scrap and reusable items. This plan will be incorporated into the Contract as attachment J-2. The plan shall ensure compliance with the special security requirements in this Statement of Work and shall include measures to address any procedures and techniques to be used. In addition, the plan shall include measures to prevent flooding or sinking, including procedures for maintaining list, trim and stability while dismantling, environmental remediation, and recycling operations are being accomplished, and during the towing of the vessel, security throughout the performance period, and the prevention of cutting slag and other contaminants from entering the water.

C-1.10 REGULATED AND HAZARDOUS MATERIALS/WASTES REMOVAL AND DISPOSAL. The Contractor is responsible for all steps necessary to remove and dispose of all hazardous and regulated materials/wastes in compliance with all Federal, State, and local laws and regulations. Additionally, the Contractor is required to implement an effective Environmental Management Plan (EMP) described in the Contractor's proposal and incorporated in the Contract under attachment J-4. The plan should incorporate any pertinent information addressed in Environmental and Safety Information: Instructions, Terms and Conditions under attachment J-6. The Contractor shall provide the Government with legible copies of all hazardous and non-hazardous materials/wastes manifests, bills of lading, and all other waste shipping documents as part of the Final Project Report (CDRL A007). Upon completion of the work, the Contractor shall certify, in writing, that the Contractor has accomplished all hazardous material removal and regulated hazardous waste removal and disposal in compliance with all Federal, State, and local laws & regulations and in accordance with the requirements of CDRL A004.

C-1.11 ENVIRONMENTAL CONTROLS. The Contractor shall operate and maintain its facility in a manner that complies with all Federal, State, and Local environmental laws, regulations and instructions. The Contractor shall be responsible for obtaining all necessary licenses and permits, accomplishing all notification and manifesting requirements, complying with any applicable Federal, State, and Local laws and regulations, and taking any necessary corrective actions resulting from work performed under this Contract. Upon the Government's request, the Contractor will provide copies of licenses and permits to the Government. The Contractor shall use only

transporters and treatment, storage, and disposal facilities with valid permits. The Government will not be a co-permittee on any permits obtained by the Contractor or a co-generator of any waste material. In the event environmental laws or regulations change during the term of this Contract, the Contractor is required to comply as such laws or regulations come into effect. If there is an increase or decrease in cost as a result of the change, the Contractor shall inform the Administrative Contracting Officer (ACO) pursuant to notice requirements of FAR 52.243-7, "Notification of Changes."

The Contractor shall provide the ACO with copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract within 24 hours of receipt in accordance with the requirements of CDRL A005. This shall include but not be limited to: Immediate notification of any regulatory agency inspection conducted, Contractor summarization of the regulatory agency inspection and results, and immediate notification of any Notice of Violations, citations, or cautionary notices received from regulators during the reporting period, relating to the performance of this Contract.

C-1.11.1 Environmental Inspections. The Contractor's workspace may be inspected periodically by Federal, State or local regulatory inspectors for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance as requested by Federal, State, and local regulatory inspectors.

C-1.11.2. Spill and Incident Reporting. The Contractor shall record and immediately report to the ACO, all available facts relating to a regulatory agency reportable spill or incident in accordance with CDRL A006.

C-1.12 SAFETY AND HEALTH PROGRAM. All work shall be conducted in a safe manner and shall comply with all requirements specified throughout the Contract and applicable Federal, State, and local laws & regulations. The Contractor shall furnish all safety equipment in accordance with Federal, State, and local laws and regulations. The Contractor shall implement the **Safety and Health Management Plan**, described in the Contractor's proposal and incorporated into the Contract as attachment J-5, in compliance with applicable Federal, State, and local laws and regulations. The plan shall provide for the safe work environment of Contractor Personnel and ensure protection of Government property. All subcontractors shall comply with the Contractor's Safety and Health Management Plan. In the event of an accident/mishap, the Contractor shall take reasonable and prudent action to establish control of the accident/mishap scene, prevent further damage to persons or property, and preserve evidence until released by the accident/mishap investigative authority.

The Contractor shall provide the ACO with copies of all correspondence with Federal, State, or local regulatory agencies relating to this Contract in accordance with the requirements of CDRL A005. This shall include but not be limited to: Immediate notification of any regulatory agency inspection or visit conducted and Contractor summarization of the regulatory agency inspection and results, of any Notice of Violations, citations, or cautionary notices received from regulators relating to the performance of this Contract.

The Contractor's workspace may be inspected periodically by Federal, State or local regulatory inspectors for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor shall provide assistance as requested by Federal, State, and local regulatory inspectors.

C-1.12.1 Safety Administration. Prior to commencing work, the Contractor shall meet in conference with the Administrative Contracting Officer (ACO) and the Program Office (PMS 333) to discuss and develop an understanding of the administration of their Safety and Health Management Plan.

C-1.12.2 Safety Inspections. The Contractor's workspace may be inspected periodically for regulatory compliance. Correction of violations shall be the responsibility of the Contractor. The Contractor will provide assistance to Federal and State regulatory inspectors.

C-1.12.3 Accident and Injury Reporting. The Contractor shall record and immediately report to the ACO, all available facts relating to injury to either Contractor or Government personnel or each instance of damage to Government property in accordance with CDRL A006. The Contractor shall provide the ACO with a copy of any

report to a regulatory agency of accidents or incidents that occur during the performance of this Contract, and copies of the OSHA 300 Log as part of the Final Project Report (CDRL A007).

C-1.13 SALE OF SCRAP AND REUSABLE EQUIPMENT/MATERIAL. The Contractor is required to sell or dispose of any scrap and reusable equipment/material removed from the ship no later than 90 days after completion of dismantling of the ship. The Contractor shall report the quantity of scrap and reusable equipment/material recovered for resale in the Contract Performance Report (C-2.3.2) in accordance with the requirements of CDRL A007 and A008. The Contractor shall retain the proceeds from the sale of the scrap and reusable equipment/material from the vessel being dismantled in accordance with 10 U.S.C. § 7305a and shall apply them to the cost of performance of the contract.

PART 2 – ADDITIONAL REQUIREMENTS

C-2.1 SECURITY

C-2.1.1 Facility Security Requirements. The Contractor shall own or have access to a facility that meets the applicable requirements of the National Industrial Security Program Operating Manual (DoD 5220.22-M), including but not limited to, physical and visual security fencing, waterside security measures, 24-hour security protection, and special security and procedural requirements as outlined below.

The Contractor shall own or have access to a facility with security clearance at the CONFIDENTIAL level at minimum, obtained as necessary from the Defense Security Services (DSS) prior to Contract Award. Key personnel shall be U.S. citizens and shall have or obtain security clearances at the CONFIDENTIAL level at minimum prior to Contract Award. Following award, all other employees, subcontractors, and other persons shall be U.S. citizens prior to obtaining access to the vessel and/or the area of the facility where the vessel will be dismantled. Any individuals to access the third deck and below, or removed sections of the third deck and below before complete dismantling, shall possess individual security clearances at CONFIDENTIAL level at minimum. Once dismantling on the third deck and/or below commences, or any secured hatch on the third deck and/or below is planned to be opened, all individuals which have access to the third deck and below, or removed sections of the third deck and below before complete dismantling, shall possess individual security clearances at CONFIDENTIAL level at minimum. If necessary, following evaluation and determination of award(s), NAVSEA will sponsor the Apparent Awardees to DSS to apply for the necessary security clearances. **All costs associated with meeting the requirements for, and obtaining, such security clearances shall be borne solely by the Apparent Awardee.**

The CV 59/63 Class aircraft carriers contain classified structure that will be demilitarized during the dismantling process. Therefore, the Contractor shall have facility controls in place to prevent physical access to the vessel and the area of the facility by non-US citizens or unauthorized persons. In dismantling the vessel, internal compartments, arrangements, and details of the vessel below the third deck shall not be observable by non-U.S. citizens or unauthorized persons. Access to any part of the vessel by non-U.S. citizens, or to areas at or below the third deck by unauthorized persons, or persons without a confidential security clearance, is prohibited. The Facility Security Officer (FSO) noted in section C-2.2.1.3 below shall maintain a current 100% listing of all persons having authorized access to the facility and the vessel.

Unless approved in writing in advance by ACO, no imaging devices of any type (including camera equipped cellular telephones) shall be permitted inside the facility's control barriers. U.S. citizen-only regulatory agency personnel may enter the facility; however, imaging devices are not permitted. U.S. citizen-only regulatory agency personnel should register with the FSO upon Contract Award or earliest opportunity in order to facilitate unannounced regulatory inspections.

The Contractor shall establish a system of checks, inspections, surveys, and assessments to ensure facility physical security is maintained.

The Contractor shall provide and maintain written plans and operating procedures for all facility physical security programs submitted as part of the operational plan.

The Contractor shall notify the ACO of any changes at the Contractor's facility affecting the physical security within 24 hours in accordance with CDRL A009.

Upon Contract Award, the Contractor shall provide the ACO with the current 100% listing of all persons having authorized access to the facility and the vessel, along with validation of active status of individual CONFIDENTIAL security clearances in accordance with the requirements of CDRL A010. Changes to this listing shall be provided to the ACO within 24 hours.

C-2.1.2 Contractor Security Clearance Requirements. All Contractor and subcontract employees, consultants, and other persons with access to the vessel and/or the area of the facility where the vessel will be dismantled, shall be U.S. citizens. Any individuals to access the third deck and below, or removed sections of the third deck and below before complete dismantling shall possess individual security clearances at CONFIDENTIAL level at minimum, prior to obtaining such access and maintain it throughout the Contract period of performance.

C-2.1.3 Security Management Plan. The Contractor shall implement a Security Management Plan to meet the objective requirements stated in paragraphs C-2.1.1 and C-2.1.2 above, including how the Contractor will ensure that such Confidential security clearance for personnel and facility will be maintained throughout the Contract period of performance, physical facilities and the vessel is secure at all times, that the facility maintains a CONFIDENTIAL security clearance (DD Form 254) throughout the Contract period of performance, that procedures to prohibit photographic capability (i.e., photos, cell phones with photo capabilities, etc.) are established, that 24-hour security of all dismantlement facilities are maintained, and that authorized personnel are controlled throughout the period of performance. This plan shall be incorporated into the Contract as attachment J-7, Security Management Plan.

C-2.2 CONTRACTOR PERSONNEL. In addition to the Contractor security clearance requirements specified in section C-2.1.2, the Contractor shall employ qualified personnel who are capable of performing the requirements of the contract, including subcontractors and key personnel. Contractor personnel, including subcontractor personnel and consultants, shall be sufficient to accomplish the scope of work. In addition, the Contractor shall employ and maintain the appropriate personnel and organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements hereunder.

C-2.2.1 Key Personnel. The Contractor shall provide the following full-time on-site key personnel in their management organization: Project Manager; Environmental, Safety & Health Manager(s); and Facility Security Officer (FSO). The replacement of any key personnel identified in the Contractor's technical proposal shall require approval by the Government. The key personnel shall be U.S. citizens and shall have or obtain individual security clearances at the Confidential level at minimum prior to contract award.

C-2.2.1.1 Project Manager. The Contractor shall provide a full-time on-site Project Manager responsible for the performance of work required under this statement of work. Additionally, the Project Manager is responsible for submitting all reports, as well as those called out in Section C-2.3 and CDRL A007 and CDRL A008. The Project Manager shall have the education and/or years of experience as a Project Manager of a similar project necessary to indicate the capability to perform the Project Manager responsibilities required under this Statement of Work. Desired Project Manager Qualifications are as follows:

B.S. in Engineering plus a five (5) years experience as a Project Manager of a similar project, or ten (10) years experience as a Project Manager of a similar project. Experience should be in a heavy industry marine activity related to vessel dismantling, construction, or repair.

C-2.2.1.2 Environmental, Safety & Health Manager. The Contractor shall provide a full-time on-site Environmental, Safety & Health (ES&H) Manager who will be responsible for all environmental and occupational safety matters pertaining to this Contract. The ES&H Manager will report directly to the Project Manager responsible for the performance of work required under this statement of work. The Contractor may provide no more than two separate personnel for this function if environmental and occupational safety & health responsibilities are to be shared by two people. The ES&H Manager shall have the education and/or years of experience as an ES&H

Manager in a similar project necessary to indicate the capability to perform ES&H Manager responsibilities required under this Statement of Work. Desired Environmental, Safety, & Health Manager Qualifications are as follows:

B.S. in Engineering, Environmental Sciences or Industrial Hygiene plus five (5) years experience as an Environmental and Safety and Health Manager, or ten (10) years experience as an Environmental and Safety and Health Manager. Experience should be in a heavy industry marine activity related to vessel dismantling, construction, or repair. If two persons are proposed, the desired Environmental Manager qualifications are a B.S. in Engineering or Environmental Sciences plus five (5) years experience as an Environmental Manager, or ten (10) years experience as an Environmental Manager; and the desired Safety & Health Manager qualifications are B.S. in Engineering or Industrial Hygiene plus five (5) years experience as a Safety and Health Manager, or ten (10) years experience as a Safety and Health Manager.

C-2.2.1.3 Facility Security Officer. The Contractor shall provide a full-time on-site Facility Security Officer (FSO) who shall be responsible for all security matters pertaining to this Contract, including being accountable for ensuring maintenance and compliance with DSS CONFIDENTIAL facility security requirements. The FSO shall also be responsible for ensuring that all Contractor and subcontract employees and consultants with access to the vessel and the area of the Contractor's facility where the vessel is being dismantled are U.S. citizens and possess active security clearances at minimum at the CONFIDENTIAL level throughout the performance of the contracted work. The FSO shall be DSS Academy certified prior to Contract Award. The FSO will report directly to the Project Manager responsible for the performance of work required under this statement of work. The FSO shall have the years of experience as an FSO at a contractor's facility performing work under a government contract necessary to indicate the capability to perform FSO responsibilities required under this Statement of Work. The desired Facility Security Officer Qualifications are as follows:

Five (5) years experience as a Facility Security Officer at a contractor's facility performing work under a government contract.

C-2.2.2 Contractor Employees. The Contractor shall ensure that all employees, subcontractors, consultants, or visitors are covered by valid certified professional Marine Chemists, Industrial Hygienists, Environmental, Safety and Health Specialists as necessary, before any work commences or continues under the contract and throughout duration of its performance.

C-2.2.3 Employee Training and Certification. The Contractor shall provide classroom and on-the-job training required to ensure all workers and subcontractors are ready for access to areas of abatement, remediation, environmental, dismantling and recycling work on the vessel or in the facility. The Contractor shall maintain all records on-site for training, certification, and clearances as applicable for all workers and subcontractors.

C-2.3 STATUS REPORTS.

C-2.3.1 Weekly Report. The Contractor shall provide a written weekly report in accordance with the requirements of CDRL A007 to the onsite Government representative and Administrative Contracting Officer (ACO) highlighting the Contractor's key work activities performed in the past week, work planned in the coming week, materials removed, any security violations, and any deviations from planned schedules and budgets. The Government reserves the right to reject weekly reports if inadequate information is provided and require resubmission of a report that meets the contract's requirements.

C-2.3.2 Contract Performance Reports. The Contractor shall provide written contract performance reports in accordance with the requirements of CDRL A008 at the 25%, 50%, 75% and 100% point based on contract schedule, inclusive of scrap processing and shipments. The Government reserves the right to reject the proposed cost reporting format if it does not provide equivalent information. The reports shall consist of a concise, executive level summary of all technical activities performed under the Contract during the reporting period. Specific areas of interest shall include difficulties encountered during the reporting period and corrective actions taken, an updated production schedule, and the Contractor's self-assessment of its compliance with its Operational Plan and Security

Plan, and with Federal, State and local laws and regulations. The reports shall include any changes of key personnel concerned with the project. The reports shall also address the following:

1. Progress achieved since the previous progress report including status of hazardous material removal and disposal, tonnage of scrap and equipment removed, and identification of the deck to which the vessel has been dismantled. Also, identify the percentage of completion of removal and dismantling work on each vessel.
2. Quantity and type of hazardous waste shipped for disposal during the contract work period.
3. Progress in correcting any deficiencies identified by Navy or regulatory agency inspections.
4. Notification of any regulatory agency inspection conducted, of any official notices of violation, citations, or cautions received from regulators during the contract work period. Also, notification of any other documentation relating to Federal, state, or local administrative or legal actions arising under or relating to the Contract.
5. Identification of problems relating to timely completion of the Contract.
6. Status of outstanding permits/licenses required for performance of the Contract and status of any existing permits/licenses due to expire within 90 days of the Progress Report.
7. Advance notice of commencement of project activities that will require notification to any regulatory agency by the Contractor or any of its subcontractors.
8. Man days and costs expended to date.
9. Scrap and reusable item sale proceeds received to date.
10. Lessons learned.

The Contractor shall propose the report format within 45 days after award. The Government reserves the right to reject the proposed cost reporting format if it does not provide equivalent information. Once approved, the Contractor shall use a consistent reporting format throughout the Contract.

The Contractor agrees to maintain all books, records detailing Contract expenses and revenue, and other documents used to perform the Contract and make such documents available to the Government for review and audit. The Contractor shall further maintain such records for a period of two (2) years after Contract completion or for such a time as the Contractor, for its own purposes, retains such books, records, and other documents, whichever is longer.

C-2.4 NOTIFICATION OF ITEMS FOUND ONBOARD. During the performance of the Contract, in the event that the Contractor discovers items onboard the vessel such as classified documents, photographs, other documents, drawings or other information, the Contractor will immediately notify, in accordance with the requirements of CDRL A011, the ACO of the items found and their location on the vessel. These items shall be safe guarded and turned over to the ACO.

C-2.5 OFFICE FACILITIES. The Contractor shall provide on-site office facilities and services for use by Government representatives and the Government Contract administration and oversight organization. The facilities and services shall be equal to and separate from those provided by the Contractor for its use for generally similar purposes. The Contractor shall also provide a minimum of two (2) desks, two (2) chairs, two (2) high-speed internet connection ports, two (2) telephone lines and equipment, and one (1) conference table with seating for ten (10) people. The Contractor shall provide two (2) parking spaces at the Contractor's facility for use by the Government. The Contractor shall provide, maintain and make available to Government representatives a copier/scanner at the Contractor's facility. The Contractor shall include in the Contract price the full cost of providing all office facility requirements for use by Government representatives.

C-2.6 Environmental, Safety and Health, and Security

C-2.6.1 Environmental, Safety and Health Administration: Prior to beginning work, a formal "kick off" meeting will be conducted by the Government. The Contractor shall meet with Government representatives, including the COR, to discuss and develop an understanding of the administration of the Contractor's Environmental, Safety and Health Management, Operational, and Security Plans.

C-2.6.2 Environmental, Safety and Health, and Security Self-Assessments: The Government reserves the right to conduct periodic ES&H and Security evaluations at the Contractor's facility, to ensure Contractor compliance with the ES&H and Security requirements of the Contract. The Contractor shall conduct a self-assessment of its own ES&H and Security programs and shall provide a written report to the Government in accordance with CDRL A012. Generally, the Government will notify the Contractor in writing at least 30 calendar days prior to the Government's commencement of its ES&H and Security assessment at the Contractor's workspace. However, the Government reserves the right to conduct unannounced assessments.

C-2.7 SOUVENIR PLATES. Upon completion of the Contract, the Contractor shall prepare and deliver to PMS 333, twenty (20) engraved souvenir plates cut from the hull of the vessel in accordance with CDRL A013 and provide the location on board the vessel where they were obtained.

PART 3 - GENERAL REQUIREMENTS

C-3 NAVSEA (HQ) CLAUSES

MINIMUM INSURANCE REQUIREMENTS

- (a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).
- (b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

NOTE: The above requirements are in addition to those insurance requirements contained in SECTION H, LIABILITY and ADDITIONAL INSURANCE REQUIREMENTS; EFFECT OF LOSS OR DAMAGE TO GOVERNMENT VESSEL.

CLAUSES INCORPORATED BY FULL TEXT

ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal for Towing and Dismantling of CV 59/63 dated August 22, 2012 in response to NAVSEA Solicitation No. N00024-12-R-4211.

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

DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)

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

FACILITIES NOT TO BE GOVERNMENT-FURNISHED (CT) (NAVSEA) (SEP 2009)

The Contractor's obligation to perform this contract is in no way conditioned upon the providing by the Government of any facilities, except as may be otherwise expressly provided herein. Accordingly, no such facilities shall be either acquired by the Contractor for the account of the Government or furnished to the Contractor by the Government hereunder. For the purpose of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR 2.101, FAR 45.101 and DFARS 245.101.

PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

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

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

(1) The support contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(b)(6)

(Name of Individual Sponsor)

PMS 333

(Name of Requiring Activity)

WASHINGTON NAVY YARD, DC

(City and State)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the

Government thereby.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the

Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

(End of clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

CLIN 0004 Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements Lists, DD Form 1423.

Section F - Deliveries or Performance

Orders under this Contract shall be issued during the period commencing with the effective date of any resultant contract through sixty (60) months.

The contractor shall accomplish CLIN 0001, 0002 and 0003, and any successive delivery orders, in accordance with the schedule proposed by the contractor and incorporated into the contract. Towing and dismantling are to be completed within 24 months of award of the order for each ship. All scrap and reusable equipment/material removed from the ship is required to be sold or disposed of no later than 90 days after completion of dismantling of the ship. Schedules for each successive delivery order shall be proposed by the contractor and incorporated into each order in accordance with the clause in Section H entitled "ORDERS".

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A

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52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT. (FEB 1999)

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

(a) Upon receipt of shipping instructions, as provided in this contract, the supplies to be included in any carload shipment by rail shall be loaded, blocked, and braced by the Contractor in accordance with the standards published by the Association of American Railroads and effective at the time of shipment.

(b) Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

(c) The Contractor shall be liable for payment of any damage to any supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.

(d) A copy of the appropriate pamphlet of the Association of American Railroads may be obtained from that Association.

(End of clause)

Section G - Contract Administration Data

Section G - Contract Administration Data

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE
REPRESENTATIVE:

COMMANDER
ATTN (b)(6)
NAVAL SEA SYSTEM COMMAND
1333 ISAAC HULL AVENUE SE STOP 2030
WASHINGTON NAVY YARD DC 20376
Telephone No (b)(6)
Fax No (b)(6)
Email Address (b)(6)

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INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <https://wawftraining.eb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices shall self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document(s) (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>N62790</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u>N62790</u>
Service Acceptor DODAAC	<u>N62790</u>
Service Approver DODAAC	<u>TBD</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>N/A</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be

encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

<p>Send Additional Email Notification To:</p> <p>(b)(6)</p>
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(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact (b)(6).

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52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted

vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section H - Special Contract Requirements

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENT

LIABILITY AND ADDITIONAL INSURANCE REQUIREMENTS; EFFECT OF LOSS OR DAMAGE TO GOVERNMENT VESSEL.

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, loss or damage to all employees, persons, and property during the performance of the contract. Prior to accepting custody of a vessel to be towed, the Contractor will inspect the vessel to satisfy itself that the vessel is in a seaworthy condition and in all respects suitable for towing. Once the Contractor accepts custody of the vessel to be towed, it does so on an “as is, where is” basis; the Government gives no warranties, express or implied, regarding the vessel’s seaworthiness or suitability for towing.

(b) The Government shall not be responsible for loss of or damage to the property of the Contractor or others, or for injury to or death of the Contractor’s officers, agents, employees, or other persons arising from or incident to performance of this contract. The Contractor shall indemnify, save harmless and defend the Government from and against all claims, demands, actions, liabilities, consequential damages, judgments, costs, and attorneys’ fees arising out of, claimed on account of, or in any manner predicated upon, the injury, death, property damage (including damage to the environment or natural resources) caused by or resulting from the Contractor’s (including the Contractor’s agents or employees, or any subcontractor, or its agents or employees) removal and towing and dismantlement of the vessel(s), removal and disposition of hazardous materials/waste, sale or disposition of scrap and/or reusable equipment, possession or use of scrap and/or reusable equipment by the Contractor or others, or other actions by the Contractor in performance of this contract.

(c) The Contractor’s obligation to indemnify under this clause shall not exceed the sum of \$2,000,000, or the limits of the applicable insurance policy or performance bond whichever is greater, as a consequence of any single occurrence with respect to any one vessel.

(d) In addition to the minimum insurance requirements stated in the clause entitled “Minimum Insurance Requirements” contained in Section C of this contract, and unless otherwise directed by the Government, the Contractor (and its subcontractors as necessary) shall obtain and maintain additional insurance to insure the performance of its obligations under paragraph (b) of this clause, including at a minimum the following: customary liability Protection and Indemnity (P&I) marine insurance coverage, including Tower’s Liability Insurance on the towed vessel(s), to cover all marine liabilities including third-party claims, crew injuries, and pollution claims.

(e) In addition to the insurance coverage required by paragraph (d), the Contractor is also obligated to provide sufficient casualty, accident, and liability insurance on all industrial activities at the Contractors facility.

(f) Each such insurance policy shall name the United States of America as an additional named insured.

(g) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(h) The cost of the insurance required by paragraph (d) of this clause is included in the price proposed by the Contractor for this contract.

(i) In the event of loss of or damage to any government vessel(s) being transported under this contract, which loss or damage may reduce the remaining scope of work that can be performed under the contract with respect to those vessel(s), the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either –

- (1) Modify the contract appropriately, consistent with the reduced performance requirements reflected by the loss or damage; or
- (2) Terminate the contract under the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)" (FAR 52.249.2).

NO CLAIM FOR SALVAGE

Should a Government vessel break away from the towing vessel during the course of towage service, the towing vessel shall stand by and render all necessary and reasonable services for saving the Government vessel and reconnecting the towline and shall make no salvage claim.

PROCEDURES/CRITERIA FOR FOLLOW-ON TASK ORDERS

Follow-on orders placed under this contract will be made in accordance with guidance in FAR 16.505(b). The criteria in order of importance for follow-on awards are cost/price, past performance on earlier task orders and schedule. In addition, the Contracting Officer may consider other factors that are relevant to the award of follow-on task orders. For each new order, offerors will provide a schedule and cost/price proposal.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9110 ORDERS (FIXED-PRICE) (JAN 2008)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;

- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth either the firm contract price or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) set forth any discount offered for prompt payment;
- (9) be dated;
- (10) be identified by number in accordance with DFARS 204.7004;
- (11) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (12) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (13) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (14) be issued on an SF 26 or a DD Form 1155; and
- (15) set forth any other pertinent information.

(c) Firm Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until a firm priced order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a price proposal for the work specified in the order. The Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, if required, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The price and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance

of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

- (i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or
- (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense.

Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

Federal Procurement Data System – Next Generation (FPDS-NG) Contract Action Reports (CARs) have replaced DD350s. The procuring and administrative contracting officers are responsible for the submission and accuracy of CARs. CARs are not required to be submitted to NAVSEA.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

<u>Item</u>	<u>Funds</u>
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CLAUSES INCORPORATED BY FULL TEXT

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) 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.

(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 SUPSHIP Bath 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 SUPSHIP Bath within 3 business days of receipt of written notification by the State. After obtaining SUPSHIP Bath 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 SUPSHIP Bath for completion.

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be \$2,000,000.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form); and/or

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at http://www.justice.gov/enrd/ENRD_Assets/Title_Standards_2001.pdf. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (NOV 2006)

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

"Original contract price" - For purposes of establishing penal amounts, the original contract price is defined as the sum of the price under the "Amount" column in Section B for Contract Line Item Number(s) at contract award; or for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to \$2,000,000 and a payment bond (Standard Form 1416) in an amount equal to \$2,000,000.

- (c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days of Contract Award but in any event, before starting work. Failure to provide the bonds may result in a termination for default.
- (d) The Government may require additional performance and payment bond protection when the contract price is increased, including option exercise. The Government may secure additional protection by directing the Contractor to increase the penal amounts of the existing bonds or to obtain additional bonds.
- (e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds on notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, N.W., 2nd Floor, West Wing, Washington, DC 20227
- (f) The surety or sureties of such bonds shall be acceptable to the Contracting Officer in accordance with the requirements of FAR Subpart 28.2. If the Contractor chooses to submit a permissible alternative type of security listed in FAR 28.204 in lieu of a corporate or individual surety for the bond, the Contractor shall utilize the appropriate bond forms (i.e., SF 1418 and SF 1416), together with the alternative security. In accordance with FAR 28.204, the Contractor shall execute the bond forms as principal and a statement shall be incorporated in the bond form pledging the security.

(End of Clause)

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.

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

- (a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.
- (b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:
- (1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture,

procurement, or installation of such property is to be indicated. Separate description is to be furnished for 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;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel 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 after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)

The Contractor shall provide necessary tug and pilot services to move the vessel(s) from the fairway of the plant to the pier or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.216-22	Indefinite Quantity	OCT 1995
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JULY 2013) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.227-17	Rights In Data-Special Works	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.236-7	Permits and Responsibilities	NOV 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	JUN 2011
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	FEB 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	SEP 2011

252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	MAY 2011
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost

changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **60 months thereafter**.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **one carriers**(insert dollar figure or quantity), 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 **six carrier**

(2) Any order for a combination of items in excess of **six carriers** 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 **60** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within **30** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

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

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

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

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

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

- (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 45 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
 - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When

the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contract shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

252.246-7001 WARRANTY OF DATA (DEC 1991)

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may--

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may - within a reasonable time of the refusal or failure--

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

List of Documents, Exhibits and Other Attachments

(a) The following documents, exhibits, and other attachments form a part of this contract:

J-1 Contract Data Requirements List, DD Form 1423, Exhibit A and General DD Form 1423 Glossary, 7 pages.

J-2 Operational Plan (Section C-1.9) [to be incorporated at the time of award]

J-3 Schedule for CLIN (Section C-1.5) [to be incorporated at the time of award]

J-4 Environmental Management Plan (Section C-1.10 and C-1.11) [to be incorporated at the time of award]

J-5 Safety and Health Management Plan (Section C-1.12) [to be incorporated at the time of award]

J-6 Environmental and Safety Information, Instructions, Terms and Conditions

J-7 Security Management Plan (Section C-2.1.3) [to be incorporated at the time of award]

J-8 Past Performance Questionnaire

J-9 Contract Security Classification Specification DD254

(b) Attachments Incorporated into each Contract/Delivery Order

(1) The contracts/delivery orders awarded as a result of this solicitation shall consist of the following sections of this solicitation, and the documents, exhibits, and attachments described in the paragraph below:

- (i) Part I The Schedule (Sections A through H)
- (ii) Part II Contract Clauses (Section I)
- (iii) Part III List of Documents, Exhibits and other Attachments (Section J)

(a) (2) Part IV of the solicitation shall not be incorporated physically into the contracts/delivery orders, however, Section K, "Representations, Certifications and Other Statements of Offerors" shall be retained in the contract file, and acceptance of a proposal under this contract shall incorporate Section K by reference in the resultant contracts/delivery orders.

Pages 63 through 135 redacted for the following reasons:

(b)(4)

ATTACHMENT J-6

A. ENVIRONMENTAL AND SAFETY INFORMATION INSTRUCTIONS AND TERMS AND CONDITIONS:

The Contractor is advised that he, not the Government, is responsible for obtaining all hazardous property information regarding the location, quantity, and content of any other hazardous property present on the ship(s). It is the contractor's responsibility to ensure compliance with all Federal, State, or local laws or regulations pertaining to these ship(s).

FUEL AND OIL RESIDUALS: The Contractor is cautioned that fuel and oil residuals that are present on these ship(s) may be a RCRA regulated waste. Pre-disposal documentation includes liquid load documentation which provides tank soundings and the estimated volume of fuel and oil remaining in these tanks after stripping to low suction.

SODIUM CHROMATE: All tanks containing water which was added prior to 1990 for stability purposes while the ship was active or undergoing inactivation have been tested for sodium chromate concentrations. The pre-disposal documentation includes these results and identifies any water tanks that remain onboard with regulated concentrations of chromate.

COATINGS: Ships may contain paint coatings that are PCB, lead, zinc oxide or chromate based. Due to the age of the ships, all coatings must be assumed to be PCB, lead, zinc oxide and/or zinc chromate based. The contractor must implement controls required by OSHA and other regulations concerning worker safety and environmental compliance.

ASBESTOS:

(A) Ships of this type may contain asbestos in the following applications but are not limited to:

- bulkhead and pipe insulation
- bulkhead fire shield
- uptake space insulation
- exhaust duct insulation
- some electrical cable materials
- brake linings
- floor tiles and deck underlay
- steam, water and vent flange gaskets
- flexitalic gaskets
- garlock seals
- shaft packing
- valve packing
- pipe hanger inserts
- weld shop protectors and bum covers
- any other type of thermal insulating material

(B) The access door(s) to compartments containing asbestos insulation have been labeled to indicate that asbestos is present and whether the asbestos insulation is in a friable or non-friable condition. The pre-disposal documentation includes an Asbestos Survey Report which is a compartment listing. The compartment listing does not represent or characterize the total quantity of asbestos containing materials (ACM) throughout the ship. Offerors are cautioned that ACM may also be located underneath non-asbestos containing material. The compartment listing provides notification that ACM is present and whether it is in a friable or non-friable condition. Asbestos is a major health hazard as it enters the air as fibers or dust through operations such as ripout and removal. Compliance with OSHA (29 CFR, Parts 1910 and 1915), EPA (40 CFR, Part 61.02) and other agencies' regulations is required to ensure worker safety and proper disposal of asbestos containing materials. Access to the area shall be restricted to persons whose work requires their presence. Posted asbestos warning signs are not intended to substitute for asbestos danger

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signs required during asbestos remediation work. THE GOVERNMENT EXPRESSLY DOES NOT WARRANT OR REPRESENT THAT COMPARTMENTS NOT POSTED WITH ASBESTOS WARNING LABELS DO NOT CONTAIN ASBESTOS.

(C) The Contractor shall be responsible for the removal and disposal of all asbestos containing material in accordance with applicable Federal, State, and local laws and regulations. Further, each offeror shall rely on his own inspection in determining the method and extent of asbestos containing material removal required under applicable laws and regulations. THE GOVERNMENT EXPLICITLY DOES NOT WARRANT THAT THE ITEMS IDENTIFIED IN THE ASBESTOS SURVEY REPORT ARE THE ONLY ITEMS WHICH CONTAIN ASBESTOS IN REGULATED QUANTITIES.

PCB ITEMS:

(A) A polychlorinated biphenyl (PCB) inventory of all electrical and electronic equipment that contain or are suspected to contain PCB transformers and large capacitors has been accomplished and is provided with the predisposal documentation. PCB labels are attached to the equipment for easy identification and each equipment is assigned a serialized number on the inventory for tracking purposes. This inventory represents the Navy's knowledge of the quantity of PCB transformers and large capacitors on board. THE GOVERNMENT EXPLICITLY DOES NOT WARRANT THAT THE ITEMS IDENTIFIED IN THE PCB INVENTORY OR ITEMS POSTED ARE THE ONLY ITEMS WHICH CONTAIN PCBs IN REGULATED QUANTITIES.

(B) A PCB sampling and laboratory analysis survey has been accomplished of potentially PCB solid materials on the ship and is provided with the predisposal documentation. PCBs in concentrations regulated by Federal, State, and local laws and regulations may exist on board the ship. The following applications may be found to contain regulated concentrations of solid PCBs:

- Ventilation duct flange gaskets, felt and rubber;
- Electrical cable insulation and other non-metallic components of cable;
- Fluorescent light ballast starters and potting;
- Bulkhead and pipe insulation;
- Foam rubber/plastic anti-sweat insulation used on hull surfaces and cold water piping;
- Cork hull anti-sweat insulation;
- Other rubber items such as pipe hanger rubber blocks, snubbers, bumpers, shock and vibration mounts, pads, Spools, hatch gaskets, O-rings, packing and grommets, etc.;
- Felt gasket and faying material;
- Adhesive tapes and double-backed adhesive tapes;
- Aluminized paints;
- Any oil-based paints;
- Any oils and greases.

All regulated PCB items must be removed and disposed of in accordance with applicable Federal, State, and local regulations. THE GOVERNMENT EXPLICITLY DOES NOT WARRANT THAT THE PCB ITEMS IDENTIFIED IN THE SURVEY REPORT ARE THE ONLY REGULATED PCB ITEMS ON BOARD, NOR THAT THE SURVEY REPORT IS REPRESENTATIVE OF THE QUANTITY OF PCB CONCENTRATIONS IN ALL LOCATIONS OR MATERIALS ON BOARD.

(C) The Contractor shall be responsible for identifying, handling, and disposing of all items containing PCB contamination in quantities regulated under applicable Federal, State, and local laws and regulations. All such identification, handling and disposal shall be done in accordance with applicable Federal, State, and local laws and regulations.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS:

At a minimum, dismantling and scrapping shall be in accordance with OSHA regulations at 29 CFR Parts 1910 and 1915. N00024-10-R-4210

ENVIRONMENTAL PROTECTION: All bidders are advised that they shall comply with all applicable Federal, State, and local laws, ordinances, regulations, etc., with respect to human safety and the environment during the processing, use or disposal of any material under this contract.

REGULATED SUBSTANCES: PCB, asbestos, or other hazardous or toxic items or components not identified herein may be present on the ship(s). Strict adherence to Federal environmental statutes, U.S. Environmental Protection Agency (EPA) regulations, State and local environmental laws and regulations are required for this item. The contractor is solely responsible to ascertain the extent to which Federal environmental laws and other State and local statutes and regulations may affect it and comply therewith.

RESOURCE CONSERVATION AND RECOVERY ACT NOTICE: EPA Hazardous Waste Regulations, 40 CFR Part 260 et seq., published at 45 Federal Register 33063-33285, May 19, 1980, became effective on November 19, 1980. These cradle-to-grave regulations, which have civil and environmental penalties for non-compliance, detail the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. While the subject material is not subject to these regulations in its present form, subsequent actions taken with regard to the material may cause a hazardous waste to come into existence. The Contractor is solely responsible to ascertain the extent to which these regulations affect it and comply therewith.

Pages 139 through 144 redacted for the following reasons:

(b)(4)

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED Confidential b. LEVEL OF SAFEGUARDING REQUIRED Confidential	
2. THIS SPECIFICATION IS FOR: <i>(x and complete as applicable)</i>			3. THIS SPECIFICATION IS FOR: <i>(x and complete as applicable)</i>		
X	a. PRIME CONTRACT NUMBER N00024-14-D-4202		X	a. ORIGINAL <i>(Complete date in all cases.)</i> 13-Oct-02	
	b. SUBCONTRACT NUMBER			b. REVISED (supersedes all previous specs)	Revision No.
	c. SOLICITATION OR OTHER NUMBER N00024-12-R-4211			c. FINAL (Complete Item 5 in all cases)	
4. IS THIS A FOLLOW-ON CONTRACT?			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:		
Classified material received or generated _____			(Preceding Contract Number) is transferred to this following-on contract.		
5. IS THIS A FINAL DD FORM 254?			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:		
In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE ALL STAR METALS LLC 101 BOX CAR ROAD BROWNSVILLE TX 78521		b. CAGE CODE 3RDC1	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DSS- SAN ANTONIO FIELD OFFICE DSS- IOFSS (b)(4)		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT DISMANTLE AND RECYCLE CONVENTIONAL-POWERED INACTIVE NAVY AIRCRAFT CARRIER					
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	
(1) Sensitive compartmented information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES.	
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER (Specify)	
k. OTHER (Specify)			X		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release.

Direct Through (Specify)

COMMANDER, NAVAL SEA SYSTEMS COMMAND (SEA OOD)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The Security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

SECURITY CLASSIFICATION GUIDANCE IS AS FOLLOWS:

(b)(4)

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
(If Yes, identify the pertinent contractual clauses in the contract itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under the classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

(b)(6)

b. TITLE

SECURITY CONTRACTING OFFICER

c. TELEPHONE (Include Area code)

(b)(6)

d. ADDRESS (Include Zip Code)

**1333 ISAAC HULL AVE., S.E.
WASHINGTON, DC 20376-9917**

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
 b. SUBCONTRACTOR
 c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
 d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMIN.
 e. ADMINISTRATIVE CONTRACTING OFFICER
 f. OTHERS AS NECESSARY

(b)(6)

PREVIOUS EDITION IS OBSOLETE

13. SECURITY GUIDANCE. The Security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handed and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

-All reports of contractor security violations associated with this contract shall be mailed by the Cognizant DSS field office directly to the certifying official in block 16 of this DD254.

-All classified information involved in security incidents shall be retained and provided to the certifying official in block 16 (a) of this DD 254 for classification review.

-Forward a copy of subcontractor DD 254s issued under this contract to the official shown in item 16a of this DD254.

-All security related requests pertaining to this contract shall be submitted in writing by the contractor's Facility Security Officer (FSO) to the individual identified in block 16(a) of this DD254.

-As required by the solicitation referred to in block 2.a, all employees, subcontractors, and others, prior to obtaining access to the vessel and/or the area of the facility where the vessel will be dismantled, must be U.S. citizens. Any individuals to access the third deck and below, or removed sections of the third deck and below before complete dismantling must possess individual security clearances at CONFIDENTIAL level at minimum. The CV- 59/63 Class Aircraft Carriers consist of structures that are classified until demilitarized by the dismantling process. Therefore, the contract requires that the Contractor have facility controls in place to prevent physical access to the vessel and the area of the facility by non-US citizens or unauthorized persons. In dismantling this vessel, internal compartments, arrangements, and details of the ship at or below the third deck must not be observable by non-US citizens or unauthorized persons. Access to any part of the ship by non-US citizens, or to areas at or below the third deck by unauthorized persons, or persons without a confidential security clearance, is prohibited. The contractor's Facility Security Officer (FSO) must maintain a current 100% listing of all persons having authorized access to the facility and the vessel.

-The program sponsor for this contract is (b)(6)

-Contact (b)(6) security questions related to this contract.

-No security classification guides currently exist for this contract. Classified information generated in support of this contract must be marked in accordance with the source material provided.

-Contractor cannot have access to or store classified material/information until Defense Security Service (DSS) has granted them a facility clearance and safeguarding capability

DEPARTMENT OF THE NAVY
 NAVAL SEA SYSTEMS COMMAND
 CONTRACTS DIRECTORATE (SEA 0273)
 WASHINGTON NAVY YARD DC 20376-2060

CONTRACT DISTRIBUTION LIST

CONTRACTOR'S NAME	CONTRACT NO.	MODIFICATION NO.
All Star Metals, LLC	N00024-14-D-4202	BASIC

Executed copies of this contract (or modification) has been posted to the NAVSEA Electronic Document Access (EDA) web site at <http://www.contracts.hq.navsea.navy.mil>*, for the addressees identified on this list by (X). All modifications issued by the PCO/ACO to this contract shall be distributed to all original recipients of this contract, unless indicated otherwise.

*Only NAVSEA headquarters personnel may access this web site. Non-Government or other users may get access through an account at the DISA web site at eda.ogden.disa.mil (registration required).

ACTIVITY	ACTIVITY
X CONTRACTOR: All Star Metals, LLC 101 Box Car Road Brownsville, TX 78521-9217 E-ADDRESS: (b)(6)	X ACO: SUPSHIP Bath 547 Washington Street Bath, ME 04530 E-ADDRESS: (b)(6)
X PR ORIGINATOR: Russell Knowles PEO SHIPS E-ADDRESS: (b)(6) (ALL MODIFICATIONS TO THIS CONTRACT)	X PAYMENT OFFICE: SUPSHIP Bath 547 Washington Street Bath, ME 04530
X PCO: (b)(6) SEA 02412 E-ADDRESS: (b)(6)	DCAA: (When Audit is Required) E-ADDRESS:
MISCELLENEOUS:	
X NEGOTIATOR: (b)(6) SEA 02413K E-ADDRESS: (b)(6) (ALL MODIFICATIONS TO THIS CONTRACT)	ALTERNATE TPOC: E-ADDRESS: (ALL MODIFICATIONS TO THIS CONTRACT)
ACQUISITION APPROVING OFFICIAL: E-ADDRESS:	
INTERNAL NAVSEA:	
(New Contracts only)	

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N00024-14-D-4202		2. DELIVERY ORDER/ CALL NO. 0001		3. DATE OF ORDER/ CALL (YYYYMMDD) 2013 Oct 22		4. REQ./ PURCH. REQUEST NO. 1300385152		5. PRIORITY		
6. ISSUED BY CODE N00024 NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030				7. ADMINISTERED BY (if other than 6) CODE N62790 SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR CODE 3RDC1 ALL STAR METALS, L.L.C. NAME 101 BOX CAR RD AND BROWNSVILLE TX 78521-9217 ADDRESS			FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
				12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				
14. SHIP TO CODE SEE SCHEDULE			15. PAYMENT WILL BE MADE BY CODE HQ0339 DFAS COLUMBUS CENTER, WEST ENTITLEMENT P.O. BOX 182381 COLUMBUS OH 43218-2381			MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule										
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT		
		SEE SCHEDULE								
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA (b)(6)		(b)(6)		25. TOTAL (b)(4)		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				CONTRACTING / ORDERING OFFICER		26. DIFFERENCES				
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Towing and dismantling of one CV 59/63	1	Each	(b)(4)	(b)(4)

FFP

Prepare for and accomplish the tow of the ex-FORRESTAL (AVT 59) from the government's location in Philadelphia, PA to the Contractor's location in the United States. Prepare for and accomplish complete vessel dismantling, hazardous material removals and disposal, and processing and sale of scrap and reusable equipment/material.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300385152

NET AMT

(b)(4)

ACRN AA
(b)(4)

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 22-OCT-2013 TO 21-OCT-2015	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

(b)(4)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 14-Jul-2014	4. REQUISITION/PURCHASE REQ. NO. 1300385152		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030	CODE N00024	7. ADMINISTERED BY (If other than item 6) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530		CODE N62790
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-14-D-4202-0001
			X	10B. DATED (SEE ITEM 13) 22-Oct-2013
CODE 3RDC1	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Page 2				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			(b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNI	16C. DATE SIGNED	
(Signature of person authorized to sign)		(b)(6)	14-Jul-2014	
		BY	(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification to delivery order 0001 of contract N00024-14-D-4202 is to change the pay office cage code from HQ0339 to N68732. Accordingly, said delivery order is modified as follows:

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from
DFAS COLUMBUS CENTER, WEST ENTITLEMENT
P.O. BOX 182381
COLUMBUS OH 43218-2381
to
DFAS CLEVELAND
ACCOUNTS PAYABLE
P.O. BOX 998022
CLEVELAND OH 44199

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 16-Dec-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030		CODE N00024	7. ADMINISTERED BY (If other than item 6) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530		CODE N62790	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. N00024-14-D-4202	
				X	10B. DATED (SEE ITEM 13) 22-Oct-2013	
CODE 3RDC1		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(4) See Page 2						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY (Signature of Contracting Officer)		16-Dec-2013	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030		CODE N00024	7. ADMINISTERED BY (If other than item 6) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. N00024-14-D-4202		
		X 10B. DATED (SEE ITEM 13) 22-Oct-2013		
CODE 3RDC1		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Page 2				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) / PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____		
15B. CC	15C. DATE SIGNED 12/12/13	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification to contract N00024-14-D-4202 is to change the towing company from (b)(4) to (b)(4) CDRL A001, Tow Plan, is updated accordingly.

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 21-Mar-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)		
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030	CODE N00024	7. ADMINISTERED BY (If other than item 6) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530		CODE	N62790	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. N00024-14-D-4202	
				X	10B. DATED (SEE ITEM 13) 22-Oct-2013	
CODE 3RDC1	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
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B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Page 2						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNIT BY (b)(6)	16C. DATE SIGNED 21-Mar-2014			
		(Signature of Contracting Officer)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030		CODE N00024	7. ADMINISTERED BY (If other than item 6) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530		CODE N62790	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-14-D-4202		
				X 10B. DATED (SEE ITEM 13) 22-Oct-2013		
CODE 3RDC1		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Page 2						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) / PRESIDENT			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15			15C. DATE SIGNED 3/19/14		16B. UNITED STATES OF AMERICA	
			BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification P00002 to contract N00024-14-D-4202 is to approve the substitution of (b)(6) to replace (b)(6) as Environmental Safety & Health (ES&H) Manager in accordance with clause 5252.237-9106 "Substitution of Personnel"

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 03-Jun-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030	CODE N00024	7. ADMINISTERED BY (If other than item 6) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530		CODE N62790
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-14-D-4202
			X	10B. DATED (SEE ITEM 13) 22-Oct-2013
CODE 3RDC1	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(A)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Page 2				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6)		16C. DATE SIGNED 03-Jun-2014
		(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030	CODE N00024	7. ADMINISTERED BY (If other than item 6) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530		CODE N62790	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-14-D-4202	
			X	10B. DATED (SEE ITEM 13) 22-Oct-2013	
CODE 3RDC1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(A)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(4) See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
(Signature of person authorized to sign)			PRESIDENT		
			TEL: _____ EMAIL: _____		
15B. UNITED STATES OF AMERICA		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____		5/28/14	BY _____		
			(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification P00003 to contract N00024-14-D-4202 is to update Section J attachments J-2, J-4, and J-7. The purpose of the updates are as follows:

1) J-2, page 24, removes (b)(4) in Section 3.1.2.f. Key Personnel. (Note; P00002 approved this change, however, no reference was ever made of updating the J-2).

2) J-4, page 33, (b)(4)

(b)(4)

3) J-7, changes throughout entire document.

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF ATTACHMENTS

List of Documents, Exhibits and Other Attachments

(a) The following documents, exhibits, and other attachments form a part of this contract:

J-1 Contract Data Requirements List, DD Form 1423, Exhibit A and General DD Form 1423 Glossary, 7 pages.

J-2 Operational Plan (Section C-1.9) **revised 6 May 2014**

J-3 Schedule for CLIN (Section C-1.5) [to be incorporated at the time of award]

J-4 Environmental Management Plan (Section C-1.10 and C-1.11) **revised 6 May 2014**

J-5 Safety and Health Management Plan (Section C-1.12) [to be incorporated at the time of award]

J-6 Environmental and Safety Information, Instructions, Terms and Conditions

J-7 Security Management Plan (Section C-2.1.3) **revised 6 May 2014**

J-8 Past Performance Questionnaire

J-9 Contract Security Classification Specification DD254

(b) Attachments Incorporated into each Contract/Delivery Order

- (1) The contracts/delivery orders awarded as a result of this solicitation shall consist of the following sections of this solicitation, and the documents, exhibits, and attachments described in the paragraph below:
- (i) Part I The Schedule (Sections A through H)
 - (ii) Part II Contract Clauses (Section I)
 - (iii) Part III List of Documents, Exhibits and other Attachments (Section J)
- (a) (2) Part IV of the solicitation shall not be incorporated physically into the contracts/delivery orders, however, Section K, "Representations, Certifications and Other Statements of Offerors" shall be retained in the contract file, and acceptance of a proposal under this contract shall incorporate Section K by reference in the resultant contracts/delivery orders.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 14-Jul-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030	CODE N00024	7. ADMINISTERED BY (If other than item 6) SUPSHIP BATH 574 WASHINGTON STREET BATH ME 04530		CODE N62790
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALL STAR METALS, L.L.C. 101 BOX CAR RD BROWNSVILLE TX 78521-9217			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-14-D-4202
			X	10B. DATED (SEE ITEM 13) 22-Oct-2013
CODE 3RDC1	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Page 2				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 14-Jul-2014

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification to contract N00024-14-D-4202 is to change the pay office cage code from HQ0339 to N68732. Accordingly, said contract is modified as follows:

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from
DFAS COLUMBUS CENTER, WEST ENTITLEMENT
P.O. BOX 182381
COLUMBUS OH 43218-2381
to
DFAS CLEVELAND
ACCOUNTS PAYABLE
P.O. BOX 998022
CLEVELAND OH 44199

(End of Summary of Changes)



J--Towing and complete dismantlement of multiple CV-59/CV-63 Class Aircraft Carriers in the United States

Solicitation Number: N0002412R4211

Agency: Department of the Navy

Office: Naval Sea Systems Command

Location: NAVSEA HQ

Notice Type:

Presolicitation

Posted Date:

January 26, 2012

Response Date:

April 27, 2012

Archiving Policy:

Automatic, on specified date

Archive Date:

August 15, 2012

Original Set Aside:

N/A

Set Aside:

N/A

Classification Code:

J -- Maintenance, repair & rebuilding of equipment

NAICS Code:

336 -- Transportation Equipment Manufacturing/336611 -- Ship Building and Repairing

Synopsis:

Added: Jan 26, 2012 3:27 pm

The Naval Sea Systems Command intends to solicit for the towing and complete dismantlement of multiple CV-59/CV-63 Class Aircraft Carriers in the United States, removal and disposal of hazardous materials in accordance with applicable Federal, State and local laws and regulations, and processing and sale of scrap metals and reusable items. Ownership of the vessels remains with the United States. Towing will be required from the carriers' locations in Philadelphia, PA and Bremerton, WA to the Contractors' facilities in accordance with the U.S. Navy Tow Manual. The contract(s) will be five-year Indefinite-Delivery, Indefinite Quantity (IDIQ) contracts awarded on a firm fixed-price basis at the net cost to the government, considering the estimated value to the Contractor of the resulting scrap metals and reusable items.

The Contractor shall retain the proceeds of the sale of scrap metals and reusable items to offset its costs of performance. The government may award one, two or three IDIQ contracts depending on the best value to the

government. The first ship to be awarded is ex-FORRESTAL (AVT/CV 59), located in Philadelphia, PA. The second is ex-INDEPENDENCE (CV 62), located in Bremerton, WA, and the third is ex-CONSTELLATION (CV 64), also located in Bremerton, WA. Additional aircraft carriers may be solicited during the five-year period if the Navy changes their disposition to dismantling. The hull and all portions of the structure of the vessels must be demilitarized by reduction to scrap dimensions not exceeding five (5) feet.

Any and all weapons systems and communications equipment remaining on the vessels must be demilitarized by complete destruction. The Contractor must obtain a facility security clearance at the CONFIDENTIAL level at minimum from the Defense Security Service. All employees and others with access to the vessel, to components of the vessels prior to reduction to scrap, and to information regarding the vessels must be U.S. citizens and, for those with access to the third deck and below, possess individual security clearances at the CONFIDENTIAL level at minimum. The Contractor must have facility controls in place to prevent physical access to the vessels and facility by unauthorized persons, and limit visual observation of the dismantling of the third deck and below by unauthorized persons.

The Contractor must provide office space for on-site government representatives who will serve as the Contracting Officer's Representative, and to observe and monitor the performance of the Contractor.

Contracting Office Address:

N00024 NAVAL SEA SYSTEMS COMMAND, DC 1333 Isaac Hull Avenue S.E. Washington Navy Yard, DC

Point of Contact(s):

Carlos Triay (202)781-4935 Timothy Starker (202)781-3944

ALL FILES

[Solicitation 1](#) 

May 25, 2012

[See Solicitation](#)

[Amendment 1](#) 

Jun 20, 2012

[See Solicitation](#)

[Amendment 2](#) 

Jul 13, 2012

[See Solicitation](#)

Opportunity History

■ **Original Synopsis**

Jan 26, 2012

3:27 pm

■ **Changed**

May 21, 2012

12:09 pm

- Changed
May 25, 2012
5:28 pm
Solicitation
- Changed
Jun 20, 2012
12:27 pm
- Changed
Jul 13, 2012
12:26 pm

Kirsch, Stacy E CIV NAVSEA, SEA 02

From: (b)(6)
Sent: Tuesday, May 27, 2014 13:33
To: (b)(6) NAVSEA, SEA 02
Subject: FW: CV 59/ 63 Aircraft Carrier Towing, Dismantling and Recycling

FYIŠ

(b)(6)

(b)(6)

This communication and any attachments may contain legally privileged, proprietary and /or confidential information. The distribution, disclosure, viewing or use of this communication and any attachments by any person other than the intended recipients is strictly prohibited. If you have received this communication in error, please notify the sender and delete (or destroy) this communication along with any attachments from your computer (or your possession). Thank you

On 4/11/13, 3:24 PM, (b)(6) NAVSEA, SEA 02"

(b)(6) wrote:

>Dear (b)(6)

>
>You are hereby notified that ASM is an apparent successful offeror for
>the towing and dismantling of CV 59/63 Class aircraft carriers
>requirement of RFP# N00024-12-R-4211.

>
>In accordance with Section M of the solicitation, the apparent awardees
>will be sponsored to DSS to obtain the required CONFIDENTIAL level
>facility and key personnel security clearances. As stated in paragraph
>III(c) of Section M, contract award is contingent upon having the
>required facility and key personnel security clearances, or obtaining
>them within 180 days of sponsorship to DSS. However, the Government
>reserves the right to waive the 180 day requirement if deemed to be in
>the best interests of the Government.

>
>If you have any questions please contact (b)(6)
>or via e-mail a (b)(6)
>

>
>
>
>

Sincerely,
(b)(6)
Contracting Officer

SMALL BUSINESS COORDINATION RECORD			REPORT CONTROL SYMBOL DD-AT&L(AR) 1862
1. CONTROL NO. (Optional)	2. PURCHASE REQUEST NO./ REQUISITION NO. N0002412NR54008	3. TOTAL ESTIMATED VALUE (Including options) \$24,000,000	4. SOLICITATION NO./CONTRACT MODIFICATION NO. N00024-12-R-4211
5. BUYER			
a. NAME (Last, First, Middle Initial) (b)(6)		b. OFFICE SYMBOL 02411T	c. TELEPHONE (Include Area Code) (b)(6)
6. ITEM DESCRIPTION (Including quantity)		6a. FEDERAL SUPPLY CLASS/SERVICE (FSC/SVC) CODE 1905	
Towing and complete dismantlement of multiple CV-59/CV-63 Class Aircraft Carriers in the United States			
7. TYPE OF COORDINATION (X one)		8. SMALL BUSINESS SIZE STANDARD	
<input checked="" type="checkbox"/> INITIAL CONTRACT	<input type="checkbox"/> MODIFICATION <input type="checkbox"/> WITHDRAWAL	a. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE 336611	b. NO. OF EMPLOYEES 1000 c. DOLLARS
9. RECOMMENDATION (X as applicable)		10. ACQUISITION HISTORY (X one)	
YES	NO	(If all recommendations are "No," explain in Remarks.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. SECTION 8(a) (X one)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (1) COMPETITIVE <input type="checkbox"/> (2) SOLE SOURCE	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. SMALL DISADVANTAGED BUSINESS (SDB) SET-ASIDE	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES MINORITY INSTITUTIONS (HBCU/MI) SET-ASIDE (List percentage) %	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. SMALL BUSINESS (SB) SET-ASIDE (List percentage) %	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. EMERGING SMALL BUSINESS SET-ASIDE	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. EVALUATION PREFERENCE FOR SDBs	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. HUBZONE SET- ASIDE	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. HUBZONE SOLE SOURCE	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HUBZONE PRICE EVALUATION PREFERENCE	
11. SB PROGRESS PAYMENTS (X one)		12. SUBCONTRACTING PLAN REQUIRED (X one)	
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
		13. SYNOPSIS REQUIRED (X one) (If "No," cite FAR 5.202 exception)	
		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
14. REMARKS Competitive There is no reasonable expectation that 2 or more offers will be obtained from responsible businesses at fair market prices.			
15. REVIEWED BY SMALL BUSINESS ADMINISTRATION (SBA) REPRESENTATIVE		16. LOCAL USE	
a. NAME (Last, First, Middle Initial)		Date PR Received 4/25/2012 Tech Code: PMS333 (b)(6)	
b. SIGNATURE		c. DATE SIGNED (YYYYMMDD)	
17. CONTRACTING OFFICER (X one)		18. SMALL BUSINESS SPECIALIST (X one)	
<input type="checkbox"/> CONCURS	<input type="checkbox"/> REJECTS	<input type="checkbox"/> CONCURS	<input type="checkbox"/> APPEALS
a. RECOMMENDATIONS (Document rejections on reverse side)		NOTE: Any change in the acquisition plan this coordination record describes will require return for re-evaluation by the SB specialist.	
b. NAME (Last, First, Middle Initial)		a. NAME (Last, First, Middle Initial)	
c. SIGNATURE		b. SIGNATURE	
d. DATE SIGNED (YYYYMMDD)		c. DATE SIGNED (YYYYMMDD)	