

SOLICITATION, OFFER AND AWARD		1. This Contract is a Rated Order Under DPAS (15 CFR 700)	Rating	Page 1 of pages 54
2. Contract No.	3. Solicitation No. AB133M-08-RB-0028	4. Solicitation Type <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)	5. Date Issued 09/15/2008	6. Requisition/Purchase No. NAAN7200-8-46395
7. Issued By WESTERN REGIONAL ACQUISITION DIVISION 7600 SAND POINT WAY NE/WC3 SEATTLE, WA 98115-6349	Code AJ630031	8. Address Offer To (If other than item 7) WESTERN REGIONAL ACQUISITION DIVISION 7600 SAND POINT WAY NE/WC3 SEATTLE, WA 98115-6349		Code AJ630031

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

SOLICITATION

9. Sealed offers in original and 4 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 WRAD Building 1 AMD until 01:00 PM (hour) local time Oct 21, 2008 (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 J. ALEX SMITH	B. Telephone No. (NO COLLECT CALLS) 206 526-6379	C. E-Mail Address Alex.Smith@noaa.gov
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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)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	_____ Calendar Days %
14. Acknowledgment of Amendments <i>The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.</i>	Amendment No.	Date	Amendment No.	Date
15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)	
15B. Telephone No. (Include area code)	15C. Check if Remittance Address is different from above. Enter such address in Schedule.		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation		
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()		23. Submit Invoices to Address Shown in (4 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7) Code		Payment Will be Made By Code		
26. Name of Contracting Officer (Type or print)		27. United States of America (Signature of Contracting Officer)		28. Award Date

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

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
BID SCHEDULE					
	<p>The Contractor shall furnish all necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the dry dock repair services required by the Statement of Work/Specifications, Section J.4 Attachment 1, and shall perform those services in accordance with the following schedule of prices.</p> <p>In order to be considered responsive, the bidder must bid on all items in the quantities stated in the schedule below.</p>				
	Class "A" Items, Basic Work				
0101	General Requirements for Work and Temporary Services	1	JB	_____	_____
0102	Provide ABS Inspection Assistance	1	JB	_____	_____
0103	Accomplish Main Propulsion Generator Engine Overhauls	1	JB	_____	_____
0104	Accomplish Dry Docking and Undocking	1	JB	_____	_____
0105	Accomplish Underwater Body & Equipment Inspection	1	JB	_____	_____
0106	Accomplish Underwater Body Preservation	1	JB	_____	_____
0107	Inspect and Repair Ground Tackle	1	JB	_____	_____
0108	Repair Sea Valves	1	JB	_____	_____
0109	Clean and Polish Propellers	1	JB	_____	_____
0110	Inspect and Repair Rudders	1	JB	_____	_____
0111	Replace Hull Zincs	1	JB	_____	_____
0112	Accomplish Tail Shaft Survey	1	JB	_____	_____
0113	Inspect and Repair Elinca System	1	JB	_____	_____
	Total Class "A" Items			_____	_____
	Class "B" Items, Additional Government Requirements				
0201	Additional Government Requirements				
	Labor: 4,000 MH * \$_____/MH = \$_____				
	Material/Subcontractor:				
	Markup: _____% * \$40,000 = \$_____				
	Total = Labor + Markup + \$40,000 = \$_____	1	QU	_____	_____

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0202	ABS Inspection Assistance, Variable Quantity (Separately Priced).				
0202A	Main Engine Camshaft And Timing; Open, Inspect, & Reassemble.	1	JB	_____	_____
0202B	Main Engine Crankcase Relief Valves; Open, Inspect, & Reassemble.	1	JB	_____	_____
0202C	Main Engine; Take Crankshaft Deflection Readings.	1	JB	_____	_____
0202D	Main Engine Main Bearings; Open And Inspect.	1	JB	_____	_____
0202E	Main Engine Cylinder Liners, Connecting Rods, Pistons,	1	JB	_____	_____
0202F	Piston Pin Bearings, Crank Pin and Bearing, and Fuel Valve Injection Pump; Open, Inspect, & Reassemble				
0202G	Main Engine Attached Jacket Water Pump; Open, Inspect, & Reassemble.	1	JB	_____	_____
0202H	Main Engine Attached Lube Oil Pump; Open & Inspect.	1	JB	_____	_____
0202I	Aurora Bilge Pump; Open, Inspect, & Reassemble.	1	JB	_____	_____
0202J	Aurora Fire Pump; Open, Inspect, & Reassemble.	1	JB	_____	_____
0202K	Aurora Salt Water Cooling Pump (Main Motor); Open,	1	JB	_____	_____
0202L	Inspect, & Reassemble.				
0202M	Carver Chilled Water Circulation Pump; Open, Inspect,	1	JB	_____	_____
0202N	& Reassemble.				
0202P	Pump Systems Air Operated Sludge Pump; Open, Inspect, & Reassemble.	1	JB	_____	_____
0202Q	IMO/Delaval Lube Oil Service Pump; Open, Inspect, & Reassemble.	1	JB	_____	_____
0202R	Stern Tube Lube Oil Pump; Open, Inspect, & Reassemble	1	JB	_____	_____
0202S	Main Lube Oil Coolers; Open For Inspection, Reassemble.	1	JB	_____	_____
0202T	Stern Tube Lube Oil Pump; Open, Inspect, & Reassemble.	1	JB	_____	_____
0202U	Main Lube Oil Coolers; Open For Inspection, Reassemble.	1	JB	_____	_____
0203	Utilities and Services	15	DY	_____	_____
0204	Dry Dock Lay Days	1	DY	_____	_____
0205	Anchor Chain Shot; Replace	1	JB	_____	_____
Total Class "B" Items					
Class "C" Items, Optional Items					
0301	Blast and Preserve Potable Water	1	JB	_____	_____
0302	Repair, Blast and Preserve Boat Deck	1	JB	_____	_____
0303	Overhaul Steering Gear Hydraulic Cylinders	1	JB	_____	_____

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0304	Relocate Gyro Compass	1	JB		
0305	Replace 12 Khz Transducer	1	JB		
0306	Replace Sea Chest Strainer	1	JB		
0307	Install Magnetic Door Stops	1	JB		
0308	Replace Stuffing Tubes	1	JB		
0309	Blast and Preserve Freeboard	1	JB		
0310	Repair Refrigeration Equipment Rm Deck	1	JB		
0311	Blast and Preserve Ballast	1	JB		
0312	SW Ballast Tks 3-94-1-W & 3-94-2-W; Preserve	1	JB		
0313	Closed Circuit TV; Overhaul	1	JB		
0314	ADCP Mount Repair and Resealing	1	JB		
0315	Main Propulsion Generator Engine Tuneups	1	JB		
0316	Recirc System R1-68-1 Vent Fan; Repair	1	JB		
Total Class "C" Items					
GRAND TOTAL, ALL ITEMS					

SECTION B
SUPPLIES/SERVICES AND PRICES/COSTS

B.1 52.214-5 SUBMISSION OF BIDS (MAR 1997)
(Reference 14.201-6)

B.2 1352.216-70 CONTRACT TYPE (MARCH 2000)

This is a firm-fixed-price type contract for ship repair. It consists of a base period commencing on or about December 01, 2008 with a completion date of February 20, 2009.

B.3 SHIP-014 ACCEPTANCE/AWARD OF SOLICITATION ITEMS

The Government reserves the right to make award on any item or group of items. In no event shall the award of this solicitation result in multiple awards. The Government anticipates award of all Class "A" Items (Basic Items). Class "B" Item - Optional Item 201 may be exercised by the Contracting Officer during the contract period of performance. The Contractor will not be entitled to reimbursement under this item until the individual man-hours of labor are ordered through a modification(s) to the contract. Class "C" Items (Optional) may or may not be awarded. If the option for Class "C" Items is exercised, it will be exercised at the time of contract award.

B.4 SHIP-015 BID, PERFORMANCE AND PAYMENT BONDS

A bid bond must be submitted with offer. The successful Offeror must furnish the required Performance and Payment Bonds within five (5) business days after award of a contract. All bond values shall be based on the total amount proposed and/or awarded. This includes the amount entered under "CLASS "B" ITEMS - OPTIONAL", Contract Line Item 0201, in the above price schedule and "CLASS "C" ITEMS – OPTIONAL", Contract Line Items 0203 – 0311 that are awarded at time of contract award.

B.5 SHIP-016 INSURANCE CERTIFICATE

The successful Offeror must furnish an insurance certificate within five (5) business days after award of a contract.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MARCH 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified: to perform the Statement of Work/Specifications referenced as an attachment in Section J. the Statement of Work and Drawings will be provided in CD-ROM form. Bidders must request the CD-ROM via email from Administrative Contracting Officer Alex Smith at alex.smith@noaa.gov

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

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

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

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

E.5 1352.246-70 INSPECTION AND ACCEPTANCE (MARCH 2000)

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

Inspection and acceptance will be performed at:

NOAA Vessel KA'IMIMOANA

E.6 ACCEPTANCE OF WORK ITEMS

The Contracting Officer or duly authorized representative of the Government will provide a written letter of acceptance to the contractor after all work items have been completed and accepted by the Government. The guarantee period (See 1352.217-110 GUARANTEES) will begin as of the acceptance date noted in the letter.

E.7 FINAL ACCEPTANCE

The Contracting Officer or duly authorized representative of the Government will provide written final acceptance of the ship upon the expiration of its guarantee period (See 1352.217-110 GUARANTEES).

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

F.2 52.242-15 STOP-WORK ORDER (AUG 1989)

F.3 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.4 1352.215-70 PERIOD OF PERFORMANCE

The period of performance for repairs to the NOAA Ship KA'IMIMOANA is expected to commence on or about December 01, 2008 and conclude February 20, 2009.

The period of performance shall commence on the date the Notice to Proceed (NTP) is issued to the Contractor.

The NTP shall be issued after receipt of the Contractor's Performance and Payment bonds and insurance certificate. In no event will a delay in providing the bonds and insurance certificate constitute a waiver of the required February 20, 2009 completion date. It is anticipated the NTP will be issued on or about within five days of award of contract.

The NTP may be given verbally or by facsimile notice, but will be confirmed in writing immediately following its issuance.

The performance period begins at the contractor's facility and ends in San Diego, CA. The ship will go directly to the contractor's facility when the NTP is issued and must be in San Diego, CA. no later than the contract completion date. The transit time from the Contractor's facility can be estimated using the information in the Foreseeable Costs clause (see Section M.4).

F.5 PLACE OF PERFORMANCE

All work described herein shall be performed at the successful contractor's facility.

F.6 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$12,200.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of Clause)

F.7 DELIVERY

**SECTION F
DELIVERIES OR PERFORMANCE**

Delivery of the completed vessel shall take place at the KAI'IMIMOANA's homeport in San Diego, CA.

F.8 ADMINISTRATIVE DELIVERABLES

REFERENCE	DELIVERABLE	DELIVER TO
B.5 Insurance Certificate; H.21 Insurance Requirements	The Contractor shall provide proof of required insurance no later than five (5) days after contract award.	CO
H.17 Documentation of Requests for Equitable Adjustment	Any request for equitable adjustment in response to a Change Order Request or otherwise, shall conform to the requirements of Section H.17	CO
H.24 Self Insurance Information	If the Contractor chooses to self insure, the Contractor shall submit satisfactory evidence to permit the Contracting Officer to determine that the offeror's assets are sufficient for the risks set forth in such clauses. The offeror shall submit with its offer 2 certified copies of documents listing its assets and liabilities and other information deemed necessary by the offeror or required by the Contracting Officer. This information shall be submitted to the Contracting Officer within five (5) days of contract award.	CO
H.26 Key Personnel	Any proposed changes to Key Personnel must be submitted to the Contracting Officer at least fifteen working days prior to executing the change.	CO
H.31 Contract Administration and Change Order Documentation	The Contractor shall conform to the requirements included in Section H.32 in response to all Change Order Requests	CO
H.32 Schedule of Work	<p>The Contractor shall provide the Contracting Officer and COTR with the following documents within five (5) work days of the ship's arrival at the Contractor's facility:</p> <ul style="list-style-type: none"> a. Production Schedule b. Work Package Network c. Total Manpower Loading Curve d. Trade Manning Curves e. Subcontracting List <p>Any anticipated or unanticipated deviation (greater</p>	CO/COTR

**SECTION F
DELIVERIES OR PERFORMANCE**

	<p>than five (5) calendar days) from the Production Schedule shall be immediately brought to the attention of the Contracting Officer. Updated schedules reflecting any deviation shall be submitted to the Contracting Officer within fifteen (15) days of the identification of the expected deviation.</p>	
H.34 Environmental Restrictions	<p>The Contractor shall provide a written environmental compliance program to the COTR outlining how the contractor handles and disposes of hazardous materials, pollution prevention and hazardous substance/waste reduction, petroleum products, toxic substances and hazardous waste prior to issuance of Notice to Proceed</p>	COTR
I.6 52.203-7 -- Anti-Kickback Procedures.	<p>Contractor shall promptly report in writing the possible violation.</p> <p>-----</p> <p>(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency.</p>	CO
I.35 52.227-2 -- Notice and Assistance Regarding Patent and Copyright Infringement.	<p>The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.</p>	CO
I.25 52.222-37 -- Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	<p>(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."</p>	CO
I.30 52.223-14 – Toxic Chemical Release Reporting	<p>The Contractor, unless otherwise exempt, as owner or operator of a facility to be used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in Sections 313(a) and (g) of the Emergency Planning and Community Right to Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g), and section 6607 of the Pollution Prevention Act of 1990</p>	EPA

**SECTION F
DELIVERIES OR PERFORMANCE**

	(PPA)(42 U.S.C. 13106)	
B.4 Bid, Performance, and Payment Bonds; I.67 Bid Guarantee	The Offeror shall submit a bid bond in the amount of 20% of the offered price with submission of the Offeror's proposal.	CO
B.4 Bid, Performance, and Payment Bonds; I.65 52.228-16 Performance and Payment Bonds – Other than Construction	The Contractor shall provide a performance bond and a payment bond in the amount of 20% of the contract award price no later than five (5) days after contract award and prior to issuance of the Notice to Proceed	CO
K.7 Annual Representations and Certifications	Contractor to Update Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov on an annual basis	CO

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)

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

G.2 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (FEBRUARY 2005)

- a. (TO BE DETERMINED AT TIME OF AWARD) is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at: (TO BE DETERMINED AT TIME OF AWARD)

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

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

G.3 1352.245-70 GOVERNMENT FURNISHED PROPERTY (MARCH 2000)

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

Please See Section J, Attachment No. 1, for Government Furnished Property

G.4 WASC-001 INVOICING INSTRUCTIONS

A. In accordance with Clause FAR 52.232-25, Prompt Payment, the following information shall be included on all invoices submitted for payment under this contract:

1. Name and address of the Contractor;
2. Invoice date and number;
3. Contract number;
4. Contract line item number and description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
5. Where applicable, shipping and payment terms;
6. Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
7. Any other information or documentation required by other requirements of the contract.

SECTION G
CONTRACT ADMINISTRATION DATA

B. Invoices shall be submitted in original and two copies to the COTR for approval. Reference Section G.2, for COTR mailing address.

In contracts where no COTR is designated, invoices shall be sent to the delivery address included in Section F of the contract, or Block 11 of the Standard Form 26 Award/Contract.

C. If the payment address differs from the address shown in Block 15A of the Standard Form 33, offerors shall mark Block 15C and enter the payment address in the schedule. (End of Clause)

G.5 WASC-013ADMINISTRATIVE CONTRACTING OFFICER

Alex Smith is hereby designated as the Contract Administrative Contracting Officer for the contract. All correspondence and inquiries concerning administration of this contract should be addressed to the Administrative Contracting Officer at the address in Block 7 (page 1) of this document.

G.6 PROPERTY ADMINISTRATOR

Michelle Ross is hereby designated as the Property Administrator under the contract. The Property Officer will serve as the Contracting Officer's authorized representative to administer the contract requirements and obligations relating to Government property. She is located at:

7600 Sandpoint Way NE
Seattle, WA 98115

G.7 PROGRESS PAYMENTS

(a) Progress payments are hereby defined as payments prior to completion of work under any contract line item (CLIN). Progress payments shall be made as the work progresses, upon the contractor's submission of invoices. Such invoices may be submitted semi-monthly. No progress payment will be required upon invoices aggregating less than \$10,000. Such progress payments shall be based on the value, computed on the CLIN's price of labor and materials incorporated in the work, and preparatory work already completed, all as approved by the Contracting Officer, less the aggregate of any previous payments. The contractor will furnish reports concerning expenditures on the work to date when requested by the Contracting Officer.

(b) In making progress payments, five percent of the amount approved by the Contracting Officer shall be retained until final completion and acceptance of all work.

(c) If the Contracting Officer so directs, progress payments shall be based upon the CLIN's price adjusted as a result of changes under the clauses entitled Change Proposals, Changes - Ship Repair, Additional Government Requirements, and Growth and New Work. If the Contracting Officer has not directed that the price increase or decrease resulting from a change order be taken into account,

(i) payments on account of such increases shall be made from time to time when the increase is determined pursuant to clauses entitled Change Proposals, Changes - Ship Repair, Additional Government Requirements, and Growth and New Work; and

(ii) reductions on account of such decreases shall be made for the purposes of subsequent progress payments as soon as the amounts thereof are determined pursuant to clauses entitled Change Proposals, Changes - Ship Repair, Additional Government Requirements, and Growth and New Work.

(d) Upon completion of all work, and final inspection, acceptance, and submission of invoice, the Contractor shall be paid in full, as adjusted pursuant to clauses entitled Change Proposals, Changes - Ship Repair, Additional Government Requirements, and Growth and New Work, less the amount of all previous payments.

(e) All materials, equipment, and other property or work in process covered by progress payments made by the Government shall, upon the making of such progress payments, become the sole property of the Government, and shall be subject to the provisions of Clause 1352.217-97, Title.

(f) All work performed shall be subject to the provisions of Clause 1352.217-110, Guarantees. The guarantee period begins upon re-delivery of the vessel by the Contractor. For any individual CLIN identified and listed as incomplete at vessel re-delivery, the guaranty period shall run from the date of completion of the item.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 1352.208-70 PRINTING (MARCH 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

H.2 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

H.3 1352.209-73 COMPLIANCE WITH THE LAWS (MARCH 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

H.4 INSPECTION AND MANNER OF DOING WORK

(a) All work and material shall be subject to the approval of the Contracting Officer or his duly authorized representative. Work shall be performed in accordance with the plans and specifications of this contract as modified by any contract modification.

(b) Unless otherwise specifically provided for in the contract, all operational practices of the Contractor and all workmanship and material, equipment and articles used in the performance of work shall be in accordance with American - Bureau of Shipping Rules for Building and Classing Steel Vessels, U.S. Coast Guard Marine Engineering Regulations and Material Specifications (Sub-chapter F 46 CFR), U.S. Coast Guard Electrical Engineering Regulations (Subchapter J 46 CFR) (APR 1982), and U.S.P.H.S., Handbook on Sanitation in Vessel Construction, in effect at the time of the Contractor's submission of bid (or acceptance of the contract, if negotiated), and the best commercial maritime practices, except where military specifications are specified, in which case such standards of material and workmanship shall be followed.

(c) All material and workmanship shall be subject to inspection and test at all times during the Contractor's performance of the work to determine their quality and suitability for the purpose intended and compliance with the contract. In case any material or workmanship furnished by the Contractor is found to be defective prior to redelivery of the vessel, or not in accordance with the requirements of the contract, the Government shall have the right prior to redelivery of the vessel to reject such material or workmanship, and to require its correction or replacement by the Contractor at the Contractor's cost and expense. This Government right is in addition to its rights under any Guarantee clause in this contract. If the Contractor fails to proceed promptly with the replacement or correction of such material or workmanship, as required by the Contracting Officer,

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the Government may, by contract or other wise, replace or correct such material or workmanship and charge to the Contractor the excess cost to the Government. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work specified in the contract. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of the contract and for a period of 2 years after delivery of the vessel to the Government.

(d) No welding, including tack welding and brazing, shall be permitted in connection with repairs, completions, alterations, or addition to hulls, machinery or components of vessels unless the welder is at the time, qualified to the standards established by the United States Coast Guard, the American Bureau of Shipping, or the Department of the Navy. The welder's qualifications shall be appropriate for the particular service application, filler material type, position of welding, and welding process involved in the work being undertaken. A welder may be required to re-qualify if the Contracting Officer believes there is a reasonable doubt concerning the welder's ability. Welders' qualifications for this purpose shall be outlined in "Marine Engineering Regulations" of the United States Coast Guard. When a welding process other than manual shielded arc is proposed or required, the contractor or fabricator shall submit procedure qualification tests for approval prior to production welding. Procedure qualification tests shall be conducted in accordance with the requirements of the "Marine Engineering Regulations" of the United States Coast Guard.

(e) The Contractor shall exercise reasonable care to protect the vessel from fire, and the Contractor shall maintain a reasonable system of inspection over the activities of welders, burners, riveters, painters, plumbers and similar workers, particularly where such activities are undertaken in the vicinity of the vessel's magazine, fuel oil tanks, or storerooms containing flammable material. A reasonable number of hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in drydock or on a marine railway. All tanks or bilge areas under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe by the Contractor if and to the extent necessary as required by good marine practice or by current OSHA Regulations. The Contracting Officer's Technical Representative (COTR) shall be furnished with a "gas free" or "safe for hot work" or "safe for men" certificate before any hot work or entry is done. Unless otherwise provided in this contract, the Contractor shall at all times maintain a reasonable fire watch about the vessel, including a fire watch on the vessel while work is being performed thereon.

(f) The Contractor shall place proper safeguards and/or effect such safety precautions as necessary, including suitable and sufficient lighting, for the prevention of accidents or injury to persons or property during the prosecution of work under this contract and/or from time of receipt of the vessel until acceptance by the Government of the work performed.

(g) Except as otherwise provided in this contract, when the vessel is in the custody of the contractor or in drydock or on a marine railway and the temperature becomes as low as 35 degrees Fahrenheit, the Contractor shall keep all pipelines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected from frost damage by applied heat through the use of a salamander or other proper means, as approved by the COTR.

(h) Whenever practicable, the work shall be performed in a manner which does not interfere with the berthing and messing of personnel attached to the vessel. The Contractor shall ensure that assigned personnel have access to the vessel at all times. It is understood that such personnel will not interfere with the work or the Contractor's workers.

(i) The Government does not guarantee the correctness of the dimensions, sizes, and shapes shown in any sketches, drawings, plans or specifications prepared or furnished by the Government. Prior to submitting an offer, it is the responsibility of the bidder/offeror to verify the dimensions, sizes, and shapes in materials provided by the Government. Where practical, the Government will make the vessel available for inspection prior to bid opening or the date for receipt of proposals. If the Contractor, as a result of inspection or otherwise, discovers any error in the sketches, drawings, plans or specifications, it shall immediately inform the contracting officer of the error and proceed in accord with instructions received from the contracting officer. The Government is not liable for any claims or charges resulting from additional work performed by the Contractor as a result of a patent ambiguity in the sketches, drawings, plans or specifications that was not brought to the attention of

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the contracting officer . The Contractor shall be responsible for the correctness of the shape, sizes and dimensions of parts furnished by the Contractor under the contract.

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

(k) While in drydock or on a marine railway, the Contractor shall be responsible for the closing before the end of working hours, of all valves and openings upon which work is being done by its workers when such closing is practicable. The Contractor shall keep the COTR cognizant of the closure status of all valves and openings upon which the Contractor's workers have been working.

(l) Without additional expense to the Government, the Contractor shall employ specialty subcontractors where required by the specifications or when necessary for satisfactory performance of the work.

(m) When requested by the COTR, the Contractor shall notify the COTR in advance:

(i) prior to starting inspections or tests; and

(ii) when supplies will be ready for Government inspection.

(n) When advance notification is requested, the authorized COTR shall specify the period and method of notification.

(End of Clause)

H.5 1352.217-92 PERFORMANCE (JAN 1987)

(a) Upon the issuance of the contract, the Contractor shall promptly commence the work specified in any plans and specifications made a part of the contract, and shall diligently prosecute the work to completion. The Contractor shall not commence work until the contract has been issued;

(b) The Government shall deliver the vessel described in the contract at such time and location as may be specified in the contract. Upon completion of the work, the Government shall accept delivery of the vessel at such time and location as may be specified in the contract;

(c) Without additional charge to the Government, and without specific requirement in the contract, the Contractor shall:

(1) Make available at the plant to personnel of the vessel while in drydock or on a marine railway, toilet and similar facilities acceptable to the Contracting Officer as adequate in number and sanitary standards;

(2) Supply and maintain, in such condition as the Contracting Officer may reasonably require, suitable brows and gangways from the pier, drydock or marine railway to the vessel;

(3) Treat salvage, scrap, or other ship's material of the Government resulting from performance of the work as items of Government furnished property in accordance with the Government Property clause;

(4) Perform, or pay the cost of, any repair, reconditioning or replacement made necessary as the result of the use by the Contractor of any of the vessel's machinery, equipment or fittings, including, but not limited to, winches, pumps, riggings, or pipe lines; and

(5) Furnish suitable offices, office equipment and telephones at or near the site of the work as the Contracting Officer reasonably requires for himself and his staff.

(d) Except as otherwise provided in the contract, the Contractor shall furnish all necessary material, labor, services, equipment, supplies, power, accessories, facilities, and other things and services necessary for accomplishing the work, subject to Government rights under the Government Property clause.

(e) The Contractor shall conduct dock and sea trials of the vessel as required by the contract. Unless otherwise expressly provided in the contract, during the conduct of these trials the vessel shall be under the control of the vessel's commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall not undertake dock and sea trials not specified which the Contractor requires for his own benefit without prior notice to and approval of the Contracting Officer; any such dock or sea trial shall be conducted at the risk and expense of the Contractor. The Contractor shall provide and install all fittings and appliances which may be necessary for the dock and sea trials, to enable the representatives of the Government to determine whether the requirements of the contract plans and specifications have been met.

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The Contractor shall also be responsible for the care, installation and removal of any instruments and apparatus furnished by the Government for such trials.

(End of Clause)

H.6 1352.217-93 DELAYS (JAN 1987)

When during the performance of this contract the Contractor is required to delay the work on a vessel temporarily, due to orders or actions of the Government respecting stoppage of work to permit shifting the vessel, stoppage of hot work to permit bunkering, fueling, stoppage of work due to embarking or debarking passengers and loading or discharging cargo, and the Contractor is not given sufficient advance notice or is otherwise unable to avoid incurring additional costs on account thereof, an equitable adjustment may be made in the contract price pursuant to the Changes clause.

(End of Clause)

H.7 1352.217-94 MINIMIZATION OF DELAY DUE TO GOVERNMENT FURNISHED PROPERTY (JAN 1987)

(a) In order to assure timely delivery of the vessel under this contract, it is imperative that delay in delivery of such vessel resulting from late, damaged, or unsuitable Government furnished property be held to an absolute minimum. In order to achieve minimization of delay it is agreed that:

(1) Subject to adjustment as provided in paragraph (b) below, the Government shall deliver each item of Government furnished property to the Contractor on or before the date specified in the contract or, if later, in sufficient time for the contractor to deliver the vessel in accordance with the delivery schedule specified elsewhere.

(2) The Government may forego furnishing any item of Government property to the Contractor. In that event, the Contractor shall prepare the vessel in terms of piping, wiring, structure, foundation, ventilation, and any other pre-installation requirements of the item, so that the work on the vessel may continue without delay and disruption resulting from the absence of the item. If the Government does not furnish an item designated as Government furnished property, the parties may be entitled to an equitable adjustment in the contract price, in accordance with the Changes clause for eliminating the requirement to install the Government property item. But, notwithstanding any other clause of this contract, an adjustment shall not be made in the delivery schedule of any vessel if the Government chooses not to furnish the item on or before the delivery date of the item. If the Government subsequently desires the Contractor to install the item prior to delivery of the vessel, a contract modification shall be executed which takes into account any increase in cost or performance time resulting from the installation.

(b) If the delivery date for the vessel is extended for any reason, the latest date for which the Government must deliver items of Government property shall be deemed to be extended by an equal number of days unless

(i) the Contracting Officer agrees in writing that earlier delivery of the items is required, in which case some or all of the Government property shall be extended as agreed rather than on a day-for-day basis, or

(ii) a Government property item was the exclusive cause for the extension of the delivery date of the vessel in which case the latest date by which the Government must deliver the item shall not be deemed to be extended unless the parties agree otherwise.

(c) The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government furnished property suitable for use (except for such property furnished "as is") will be delivered to the Contractor at the time stated in the specification or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. If the Government furnished property is not delivered to the Contractor by such time and the Contractor makes a timely written request, the Contracting Officer shall determine if an equitable adjustment is appropriate. If determined appropriate, the Contracting Officer shall equitably adjust the delivery or performance date, the specifications, the price, or any other contractual provision affected by any such delay, in accordance with the Changes clause.

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(d) The Government Property and Minimization of Delay Due to Government Furnished Property clauses contain exclusive remedies. The Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government furnished property or delivery of such property in a condition not suitable for its intended use.

(End of Clause)

H.8 1352.217-95 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (JAN 1987)

(a) Notwithstanding any requirements to the contrary for the furnishing of material by the Government which may appear in plans, drawings, or other data, the Government shall furnish only the material specifically listed in the specifications as Government furnished property. Any material required for the performance of the contract, which does not appear in the specifications as Government furnished, shall be furnished by the Contractor.

(b) The Contracting Officer may increase the amount of material to be furnished by the Government and the contract shall be equitably adjusted in accordance with the Government Property clause.

(c) Unless otherwise specifically directed by the Contracting Officer, non-reusable crates and other non-reusable packaging in which Government material is delivered to the Contractor shall become the property of the Contractor upon removal of the packaged or crated material.

(d) Any packaging in preparation for delivery or for other disposal of Government property by the Contractor at the direction or authorization of the Contracting Officer pursuant to paragraph (i) of the Government Property clause shall be provided for by change order and an appropriate adjustment shall be made in the contract price in accordance with the Changes clause.

(e) The vessel, its equipment, movable stores, cargo and other ship's material are not designated Government furnished property under the Government Property clause.

(End of Clause)

H.9 1352.217-96 LIABILITY AND INSURANCE (JAN 1987)

(a) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property, in and about the work, and to the vessel or part thereof upon which work is done.

(b) The Contractor shall be responsible for and make good at its own cost and expense any and all loss of or damage of whatsoever nature to the vessel (or part thereof), its equipment, movable stores and cargo, and Government owned material and equipment for the repair, completion, alteration of or addition to the vessel in the possession of the Contractor, whether at the plant or elsewhere, arising or growing out of the performance of the work, except where the Contractor can affirmatively show that such loss or damage was due to causes beyond the Contractor's control, was proximately caused by the fault or negligence of agents or employees of the Government, or which loss or damage the Contractor by exercise of reasonable care was unable to prevent. However, the Contractor shall not be responsible for any such loss or damage discovered after redelivery of the vessel unless

(i) the loss or damage is discovered within 90 days after redelivery of the vessel, and

(ii) loss or damage is affirmatively shown to be the result of the fault or negligence of the Contractor. To induce the Contractor to perform the work for the compensation provided, it is specifically agreed that the Contractor's aggregate liability on account of loss of or damage to the vessel (or part thereof), its equipment, movable stores and cargo and Government owned materials and equipment shall in no event exceed the sum of \$300,000. As to the Contractor, the Government assumes the risk of loss or damage to the Government-owned vessel (or part thereof), its equipment, movable stores and cargo and said Government-owned materials and equipment in excess of \$300,000. This assumption of risk includes but is not limited to loss or damage from negligence of whatsoever degree of the Contractor's servants, employees, agents or subcontractors but specifically excludes loss or damage from willful misconduct or lack of good faith on the part of the Contractor's directors, officers and any of its managers, superintendents or other equivalent representatives, who have supervision or direction of (i) all or substantially all of the Contractor's business, or (ii) all or substantially all of the Contractor's operation at any one plant. However, as to such risk assumed

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and borne by the Government, the Government shall be subrogated to any claim, demand or cause of action against third persons which exists in favor of the Contractor, and the contractor shall, if required, execute a formal assignment or transfer of claims, demands or causes of action. Nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, or join the Government as a co-defendant in any action against the Contractor brought to determine the Contractor's liability, or for any other purpose.

(c) The Contractor indemnifies and holds harmless the Government, its agencies and instrumentality's, and the vessel against all suits, actions, claims, costs or demands (including without limitation, suits, actions, claims, costs or demands resulting from death, personal injury and property damage) to which the Government, its agencies and instrumentalities, or the vessel may be subject or put by reason of damage or injury (including death) to the property or person of any one other than the Government, its agencies, instrumentalities and personnel, or the vessel arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any subcontractor, its or their servants, agents or employees; provided that the Contractor's obligation to indemnify under this paragraph (c) shall not exceed the sum of \$300,000 on account of any one accident or occurrence in respect of any one vessel. Such indemnity shall include, without limitation, suits, actions, claims, costs or demands of any kind whatsoever, resulting from death, personal injury or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. With respect to any such suits, actions, claims, costs or demands resulting from death, personal injury or property damage occurring after the expiration of such period, the rights and Liabilities of the Government and the Contractor shall be as determined by other provisions of this contract and by law; provided that such indemnity shall apply to death occurring after such period which results from any personal injury received during the period covered by the Contractor's indemnity as provided herein.

(d) The Contractor shall, at its own expense, procure, and thereafter maintain such casualty, accident and liability insurance, in such forms and amounts as may be approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause. In addition, the Contractor shall at its own expense procure and thereafter maintain such ship repairer's legal liability insurance as may be necessary to insure the Contractor against its liability as ship repairer in the amount of \$300,000, or the value of the vessel as determined by the Contracting Officer, whichever is the lesser, with respect to each vessel on which work is performed. The Contractor shall cause the Government to be named as an additional insured under any and all liability insurance policies. However, at the discretion of the Contracting Officer, such insurance need not be procured whenever the job order requires work on parts of a vessel only and the work is to be performed at a plant other than the site of the vessel. Further, the Contractor shall procure and maintain in force Workmen's Compensation Insurance (or its equivalent) covering its employees engaged in the work and shall insure the procurement and maintenance of such insurance by all subcontractors engaged in the work. The Contractor shall provide evidence of insurance as required by the Government.

(e) The Contractor shall receive no allowance in the contract price for inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) As soon as practicable after the occurrence of any loss or damage the risk of which the Government has assumed, written notice of the damage shall be given by the Contractor to the Contracting Officer. The notice shall contain full particulars of the loss or damage. If claim is made or suit is brought thereafter against the Contractor as the result or because of such event, the Contractor shall immediately deliver to the Government every demand, notice, summons or other process received by it or its representatives. The Contractor shall cooperate with the Government and, upon the Government's request, shall assist in effecting settlements, securing and giving evidence; obtaining the attendance of witnesses and in the conduct of suits. The Government shall pay to the Contractor the expense, other than the cost of maintaining the Contractor's usual organization, incurred in this assistance. Except at its own cost, the Contractor shall not voluntarily make any payment, assume any obligation or incur any expense not imperative for the protection of the vessel or vessels at the time of the event.

(End of Clause)

H.10 1352.217-97 TITLE (JAN 1987)

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Unless title to materials and equipment acquired or produced for, or allocated to, the performance of this contract shall have vested previously in the Government by virtue of other provisions of this contract, title to all materials and equipment to be incorporated in any vessel or part thereof, or to be placed upon any vessel or part hereof in accordance with the Government upon delivery thereof at the plant or such other location as may be specified in the contract for the performance of the work. However, the Contractor is fully responsible for all such Contractor furnished materials and equipment or the restoration of any damaged work. It is expressly understood and agreed that the Contractor shall assume without limitation the risk of loss for any such materials and equipment until such time as all work is completed and accepted by the Government and the vessel is redelivered to the Government. Upon completion of the contract, or with the approval of the Contracting Officer at any time during the performance of the contract, all such Contractor furnished materials and equipment not incorporated in any vessel or part thereof, or not placed upon any vessel or part thereof, in accordance with the requirements of the contract, shall become the property of the Contractor, except those materials and equipment the cost of which has been reimbursed by the Government to the Contractor.

(End of Clause)

H.11 1352.217-98 DISCHARGE OF LIENS (JAN 1987)

The Contractor shall immediately discharge or cause to be discharged any lien or right in rein of any kind, other than in favor of the Government, which at any time exists or arises in connection with work done or materials furnished under any contract hereunder with respect to the machinery, fittings, equipment or materials for any of the vessels. If any such lien or right in rein is not immediately discharged, the Government may discharge or cause to be discharged such lien or right at the expense of the Contractor.

(End of Clause)

H.12 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY & HEALTH STANDARDS FOR SHIP REPAIRING

The Contractor, in performance of all work under the contract, shall comply with the requirements of 29 CFR 1910.15. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

(End of Clause)

H.13 1352.217-100 REGULATIONS GOVERNING ASBESTOS WORK (JAN 1987)

If asbestos is encountered, the Contractor shall follow the regulations contained in 29 CFR 1910.1001 (OSHA, Chapter XVII).

(End of Clause)

H.14 1352.217-101 COMPLETE AND FINAL EQUITABLE ADJUSTMENTS (JAN 1987)

Whenever the Contractor submits any claim for an equitable adjustment attributable to any fact or circumstance regarded as a change order whether formal or "constructive," under the Changes clause or any other clause of this contract, such claim shall include all adjustments (including but not limited to adjustments arising out of delays or disruptions or both caused by such change order) to which the Contractor is entitled under this contract. The foregoing requirement shall not preclude the Contractor from revising or resubmitting the claim prior to agreement upon the equitable adjustment for the change order. However, unless otherwise expressly agreed in the aforesaid supplemental agreement, the Contractor shall waive any right under the Changes clause or any other clause of this contract to further equitable adjustments attributable to such facts or circumstances giving rise to the claim upon the execution of the supplemental agreement setting forth the equitable adjustment. In any event, such right shall be deemed to be waived.

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(End of Clause)

H.15 GOVERNMENT REVIEW, COMMENT, ACCEPTANCE, AND APPROVAL

(a) Documentation, including drawings and other engineering products and reports, required by the contract to be submitted for review, comment, acceptance or approval will be acted upon by the Government within 30 calendar days after receipt by the Government, unless another period of time is specified.

(b) The Government shall respond to Condition Reports, as defined in the Specifications, within five (5) working days, unless the Government notifies the Contractor that a longer period of time will be required. If the Contractor requests a response in less than five working days, the Government will attempt to accommodate the request, but does not guarantee a response in less than the time limits stated above.

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

(End of Clause)

H.16 1352.217-103 ACCESS TO THE VESSELS (JAN 1987)

(a) As authorized by the Contracting Officer, a reasonable number of officers, employees and associates of the Government, or other prime Contractors with the Government and their subcontractors shall have admission to the plant and access to the vessel(s) at all reasonable times to perform and fulfill their respective obligations to the Government on a noninterference basis. The Contractor shall make reasonable arrangements to provide access for these personnel, to office space, work areas, storage or shop areas, and other facilities and services, reasonable and necessary to performance of their respective duties. All such personnel shall comply with Contractor rules and regulations governing personnel at its shipyard, including those regarding safety and security.

(b) The Contractor further agrees to allow a reasonable number of officers, employees, and associates of offerors on other contemplated work, the same privileges of admission to the Contractor's plant and access to the vessel(s) on a noninterference basis subject to Contractor rules and regulations governing personnel in its shipyard, including those regarding safety and security.

(End of Clause)

H.17 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT

(a) For the purpose of this clause, the term "change" includes not only a change made pursuant to a written order designated as a "change order", but also any act or omission to act on the part of the Government where a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment to the contract price for a change or an act or omission on the part of the Government, the request shall include a breakdown of the price adjustment in such form and supported by such reasonable detail as the contracting officer may request. As a minimum, the Contractor shall provide a breakdown of direct labor hours, labor dollars, overhead, material, subcontracts, contingencies and profit for each change and a justification for any extension of the delivery date.

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(c) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or greater gross (aggregate increases and/or decreases) for a change made pursuant to a written order designated as a "change order", or whenever the Contractor requests an equitable adjustment in any amount for 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 of (i) the unperformed work required by the contract before the change which has been deleted by the change and (ii) the work deleted by the change that already has been completed in whole or in part. The description shall include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property shall be indicated. A separate description shall 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) A description of the work necessary to undo work already completed which has been deleted by the change;

(3) A description of the work substituted or added by the change that was not required by the terms of the contract before the change. A list of components and equipment (not bulk material or items) involved should be included. A separate description shall be furnished for design work and production work;

(4) A description of any interference or inefficiency encountered in performing the change;

(5) A description of disruption attributable solely to the change, which shall include the following information:

(i) A specific description of each element of disruption which states how the work has been, or will be, disrupted;

(ii) The calendar time period when disruption occurred, or will occur, illustrated via critical path analysis;

(iii) The area(s) aboard ship where disruption occurred, or will occur;

(iv) The trade(s) disrupted, with a breakdown of man-hours for each trade;

(v) The scheduling of trades before, during, and after the period of disruption;

(vi) A description of measures taken to lessen the disruptive effect of the change.

(6) The delay in delivery attributable solely to the change;

(7) A description of other work attributed to the change;

(8) A narrative statement of the direct causal relationship between any alleged Government act or omission and the claimed result, cross-referenced to the detailed information required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the materials cost, labor hours, and indirect costs pertinent to the change estimated

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by the Contractor in preparing its proposal(s) for this contract, and the amounts claimed to have been incurred, or projected to be incurred, corresponding to each such "budgeted cost" element.

(10) At the time of agreement upon the price of the equitable adjustment, the Contractor shall submit a signed Certificate of Current Cost or Pricing Data.

(d) Pending execution of a bilateral agreement or the direction of the contracting officer pursuant to the Changes clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

(End of Clause)

H.18 LAY DAYS

(a) A lay day is defined as an additional day on dry dock or marine railway caused by a Government-issued change. Reimbursement for lay days shall be paid at the rate stated in the Schedule.

(b) No amount for lay day time shall be paid until all contract line items (including optional items) that require drydocking of the vessel have been completed. Lay days for work ordered pursuant to the Additional Item Requirements Clause shall not be compensable unless all dry dock work included in the contract line items is complete.

(c) Days of hauling out and floating, whatever the hour, shall not be paid as lay day time, and days when no work is performed by the Contractor shall not be paid as lay day time. Days in which work is performed that are considered normal "non-work" days (weekends or holidays) shall not be paid as lay day time if the ship would have otherwise been in dry dock.

(d) Payment of lay day time shall constitute complete compensation for all costs associated with lay days except for costs directly related to the changed work.

(End of Clause)

H.19 CHANGES - SHIP REPAIR

(a) The contracting officer may, at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract, in any one or more of the following:

(1) Drawings, designs, or specifications, when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications;

(2) Method of shipment or packing;

(3) Place of performance of the work;

(4) Time of commencement or completion of the work; and

(5) Other requirements within the general scope of the contract.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by the order, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract accordingly.

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(c) The Contractor must submit any proposal for adjustment under this clause within 5 days from the date of receipt of the written order. At the contracting officer's discretion, the 5 day period may be shortened. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property rendered obsolete or excess by the change, the contracting officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

H.20 1352.217-108 DEFAULT - SHIP REPAIR (JAN 1987)

(a) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

- (1) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (2) Make progress, so as to endanger performance of this contract; or
- (3) Perform any of the other provisions of this contract.

(b) If the Government terminates this contract in whole or in part, it may arrange for completion of the work in the manner the Contracting Officer considers appropriate. The Contracting Officer may designate any plant or plants for completion of the work, including the Contractor's plant or plants. If the work is to be completed at the Contractor's plant, the Government may use all tools, machinery, facilities and equipment of the Contractor which the Contracting Officer determines to be necessary. The Contractor will be liable to the Government for any excess costs, other than those costs attributable to changes in the plans or specifications made after the termination date. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (1) acts of God or of the public enemy,
- (2) acts of the Government in either its sovereign or contractual capacity,
- (3) fires,
- (4) floods,
- (5) epidemics,
- (6) quarantine restrictions
- (7) strikes,
- (8) freight embargoes, and

(9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the

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Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

H.21 1352.217-109 INSURANCE REQUIREMENTS (JAN 1987)

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

(1) Ship repairer's legal liability insurance to insure the risks described in paragraph (b) of the Liability and Insurance clause. This insurance shall be for \$300,000.

(2) Comprehensive general liability insurance and automobile insurance to insure the risks described in paragraph (c) of the Liability and Insurance clause. This insurance shall be for \$300,000 on account of any one accident or occurrence with respect to each vessel, boat, and/or barge upon which work is performed. The Contractor shall cause the Government to be named as an additional insured under any and all liability insurance policies.

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

(4) Full coverage in accordance with the United States Longshoremen's and Harbor Worker's Act. As evidence that it has obtained the insurance specified in (a) above, the Contractor shall furnish the Contracting Officer with a certificate or certificates executed by an agent of the insurer authorized to execute such certificates. Such certificates shall be furnished prior to commencement of the work. Each certificate shall state that (name of insurer) has insured (name of Contractor) awarded contract number _____ for repair/alteration of (name of vessel) in accordance with the Liability and Insurance clause and the Insurance Requirements clause contained herein. Each certificate shall set forth that each policy of insurance represented thereby will expire on (date) and that each such policy contains the following clause: "It is agreed that in the event of cancellation, or any material change in the policy adversely affecting the interest of the Government in this insurance 30 days prior written notice will be given to the Contracting Officer."

(End of Clause)

H.22 GUARANTEES

In case any work done or materials furnished by the Contractor under this contract on or for any vessel or the equipment thereof shall, within 90 days from the date of redelivery of the vessel by the Contractor, prove defective or deficient, such defects or deficiencies shall, as required by the Government in writing, be corrected and repaired by the Contractor or at Contractor expense to the satisfaction of the Contracting Officer. However, the Government shall be entitled to rely upon any guarantee secured by the Contractor or any sub-contractor covering work done on materials furnished which exceeds the 90-day period until the expiration. Also, with respect to any individual work item identified and listed as incomplete at the redelivery of the vessel, the guarantee period shall run from the date of completion of such item. If and when practicable, the Government shall afford the Contractor an opportunity to effect such corrections and repairs itself. But, when it is impracticable or undesirable to return it to the Contractor, or the Contractor fails to proceed promptly with any such repairs directed by the Contracting Officer, the corrections and repairs shall be made at Contractor expense at other Government designated locations. Where corrections and repairs are to be made by other than the Contractor, the Contractor's liability may be discharged by an equitable deduction in the price of the contract. The Contractor's liability shall only extend for an additional 90-day guarantee period on those defects or deficiencies which it corrected and in no event to those for which payment was made.

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However, this clause does not limit the responsibility or relieve the liability of the Contractor under the Liability and Insurance clause. At the Contracting Officer's option, defects and deficiencies may be left in their uncorrected condition. In that event, the Contractor and the Contracting Officer shall agree on an equitable deduction from the contract price. If the Contractor and the Contracting Officer fail to agree upon an equitable deduction from the contract price, the dispute shall be determined in accordance with the Disputes clause.

A defect or deficiency that exists at the time of redelivery of the vessel, was not discoverable by a reasonable inspection, and is discovered after the expiration of the time frame stated in the above paragraph, is not subject to the time limitations stated in this clause.

(End of Clause)

H.23 1352.217-111 TEMPORARY SERVICES (JAN 1987)

(a) Temporary services are services incidental to the performance of work which are required in the schedule or specifications to be provided by the Contractor. Temporary services may include the furnishing of water, electricity, telephone service, toilet facilities, garbage removal, office space, parking places or similar facilities.

(b) If performance time is extended due to Government-caused delay, the Contractor may request an equitable adjustment for providing temporary services at the rate stated in the Schedule.

(End of Clause)

H.24 1352.217-112 SELF-INSURANCE INFORMATION (JAN 1987)

An offeror who proposes to self-insure for any or all of the risks set forth in the Liability and Insurance clause and the Insurance Requirements clause shall submit satisfactory evidence to permit the Contracting Officer to determine that the offeror's assets are sufficient for the risks set forth in such clauses. The offeror shall submit with its offer 2 certified copies of documents listing its assets and liabilities and other information deemed necessary by the offeror or required by the Contracting Officer. For approval of self-insurance under the State Workmen's Compensation Law and the United States Longshoremen's and Harbor Workers' Act, evidence of qualifications as a self-insurer under the applicable compensation statute must be furnished to the Contracting Officer.

(End of Provision)

H.25 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

H.26 1352.237-73 KEY PERSONNEL (MARCH 2000)

a. The Contractor shall assign to this contract the following Key Personnel:

Project Manager

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Contract Administrator
Dock Master

b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.27 SHIP-001 OFFICE SPACE AND EQUIPMENT

a. In accordance with the clause of this contract entitled PERFORMANCE (CAR 1352.217-92), the contractor shall provide suitable office facilities and services for the following personnel: (1) COTR, Site Contracting Officer and Inspectors, (2) Ship's Crew, and (3) Government Representatives. The offices provided shall be located no more than ¼ mile from the ship, management and other shipyard shops and offices.

b. Office Space and Equipment. The Contractor shall provide separate but adjacent offices, conference room (accommodate a minimum of 15 people or have access to contractor's facilities), sanitary facilities, and access to rooms and equipment for the reproduction of items such as plans, drawings, booklets, test memoranda and allowance lists for the use of personnel designated in paragraph (a) above. These spaces shall be of adequate size for such purposes and shall be furnished, lighted, air conditioned, and shall meet applicable Federal, State and local building codes. The office(s) and sanitary facilities shall be cleaned on a daily basis in order to maintain a clean and sanitary work environment. The sanitary facilities shall be maintained and stocked with soap and paper supplies as needed. Cleaning shall be done within normal working hours (0730-1600 Monday through Friday) to enable the workplace to be locked and secured during nonworking hours. Furniture, desks chairs, stools, clothes lockers, drafting tables and lockable file cabinets for cards, letters, plans and reports shall be furnished by the Contractor for the assigned rooms (including locks where appropriate).

c. Telephone Service. The Contractor shall provide and maintain telephone service and equipment, including at least one private line per office space for direct dial (not through the shipyard switchboard) calls. The Contractor shall include in the contract price the full cost of providing all telephone services except for long distance calls. Long distance calls shall be billed to the Government on the basis of actual cost.

d. Parking Spaces. The Contractor shall provide lighted, secure parking spaces adjacent to the offices described in (b) above and accommodate personnel identified in paragraph (a) above. If all the offices are not located in one building, one spare parking space shall be provided for each group of spaces.

e. Adjustments to Office Facilities. The Contracting Officer may, by written notice to the Contractor, effect substitution, elimination or addition of the office facilities or services specified in this clause. If any such substitution, elimination or addition causes an increase or decrease in the Contractor's cost, an equitable adjustment shall be made in accordance with the clause of this contract entitled "CHANGES."

H.28 SPECIFICATION ITEM 201

Specification Item 201 includes 4,000 estimated man-hours for growth and emergent work resulting from work initially identified in the Specification/Statement of Work. Hours included in Specification Item 201 are all inclusive of any overtime and delay or disruption costs until all 4,000 man-hours are expended utilizing labor supplied by the prime contractor. The hourly rate proposed shall be a loaded rate and will be utilized for production man-hours only as defined in Section H.29, Additional Government Requirements. No overtime and/or delay and disruption costs shall be paid and no time extension shall be granted (under this item) until all estimated man-hours included under Specification Item 201 are expended. Subcontractor man-hours are not included in the estimated hours in Specification Item 201. Subcontractor costs are included in the

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estimated "materials/subcontractor" section of the item and are subject to the proposed and accepted markup percentage identified in the item.

H.29 SHIP-003 ADDITIONAL GOVERNMENT REQUIREMENTS

(a) This clause applies to growth and new work items. The Contractor shall be able to perform work items so as to permit up to 4,000 production man-hours of work to be performed as "additional Government requirements" during the contract period of performance or any negotiated extensions to the contract performance period. The estimated production man-hours identified shall be performed by the prime contractor for the rate proposed in Specification Item 201. The utilization of the production man-hours identified shall not cause delay or disruption to the work performance under this contract, any other Government contract, or any other work in process for the Government. Until the full amount of production man-hours are expended, the man-hours shall have no claim for an equitable adjustment to supplement the price specified in paragraph (e) below. The production man-hours ordered under this clause are in addition to any hours reserved by individual specification items, other than Specification Item 201. The delivery dates of any ship under Government contract shall not be extended, nor equitable adjustment (including overtime, delay and/or disruption) paid, by reason of or as a result of additional Government requirements for up to and including 4,000 production man-hours.

(b) Production man-hours identified in Specification Item No. 201 and negotiated pursuant to this Additional Government Requirements clause are for production functions only. For this purpose, production man-hours are hours of skilled labor at the journeyman level expended in direct production. For purposes of this clause, direct production is defined as work performed by a qualified craftsman who is directly related to the alteration, modification, or repair of the item or system identified as needing alteration, modification, or repair. The following functions are identified as direct production crafts:

Abrasive cleaning/water blasting, Tank cleaning, Welding, Burning, Machining (inside and outside), Brazing, Carpentry, Electrical work, Electronic work, Shipfitting, Lagging, Painting, Boilermaking, Pipe fitting, Engineering (production), Sheetmetal work, Staging/scaffolding, Rigging, Shipwrights.

Production man-hours do not include those functions (whether charged directly or indirectly by Contractor's accounting system) which are herein defined as support for production functions. For purposes of this clause, support functions are defined as functions that do not directly contribute to the alteration, modification, or repair of the item or system identified as needing alteration, modification, or repair. Necessary support functions should be priced into the burdened rate for production man-hours. Examples of support functions include:

Testing, Quality assurance (inspection), Engineering (support), Planning (including involvement of craft foreman/journeyman in planning a task), Estimating (including determination of necessary materials and equipment needed to perform a task), Material Handling, moving tools and equipment from shop to ship to perform a task, Fire Watch, General Labor (including general support of journeyman tasks), Cleaning (including debris pickup and removal), Surveying, Security, Transportation, Supervision, Lofting (sail/pattern making)

(c) These additional Government requirements may be ordered by the Contracting Officer pursuant to Section H clause, Changes--Ship Repair, not including paragraph (b), or as mutually agreed to by the parties under a supplemental agreement pursuant to this clause, up to and including 2,000 man-hours of work.

(d) "Additional Government Requirements" does not include work performed pursuant to Section H clauses, Inspection and Manner of Doing Work or Guarantees.

(e) Requirements ordered pursuant to this clause will be priced using the man-hour reservation rate specified in Section B, pricing line item 201.

(f) If the total production man-hour reservation hours are expended, any subsequent growth/changes work will be negotiated in accordance with the terms of the contract, exclusive of this clause.

(g) The additional Government requirements for production man-hours under item 201, if needed, shall be ordered during the contract period of performance, as may be modified on the following schedule:

1. No more than 75% of the hours during the first half of the contract period of performance.

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2. No more than 50% of the hours during the third quarter of the contract period of performance.
3. No more than 30% of the hours during the fourth quarter of the contract period of performance.

(h) The Contractor shall not be entitled to payment for any hours awarded under Item 201, until such hours are ordered through a written contract modification.

H.30 SHIP-004 GROWTH AND NEW WORK

It is the Government's intention to ensure that any growth work identified during the repair will be awarded to the initial Prime Contractor, pursuant to Clause H.29, Additional Government Requirements, only if a fair and reasonable price can be negotiated for such work. Additionally, it is the Government's intention to ensure any new work identified during the overhaul be awarded to the initial Prime Contractor by supplemental agreement, only if a fair and reasonable price can be negotiated for such work.

If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following courses of action:

- (1) Defer the work to a repair period after completion of the instant contract.
- (2) Accomplish the work using Government employees during the original overhaul period. Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial Prime Contractor's facility pursuant to Clause H.16, Access to Vessels.
- (3) Conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. The initial Prime Contractor and others may enter this competition. If other than the initial Prime Contractor is successful, the successful Contractor may engage in and complete the work while the ship is undergoing overhaul in the initial Prime Contractor's facility pursuant to Clause H.16, Access to Vessels.

The Bidder shall include in the proposed price the cost of supporting one or more third parties (including Government employees and/or other Contractor's workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above may include, but are not limited to: insurance, physical plant security, reasonable access for third part workers who must transit the Contractor's facility or other work site provided by the Contractor at which the ship may be berthed, utilities used aboard the ship or in proximity of the ship in support of the overhaul, and similar requirements.

Third party presence will occur only if the ship repair Prime Contractor proposes other than a fair and reasonable price. Contractors shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. Contractors will be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which might precipitate third party presence.

H.31 SHIP-005 CONTRACT ADMINISTRATION AND CHANGE ORDER DOCUMENTATION

The Contractor shall submit to the Contracting Officer the following information on the form entitled "CHANGE ORDER REQUEST," for all change order proposals furnished under the terms of the contract:

1. Labor Hour Estimate

For change order proposals which exceed ten (10) labor hours, the Contractor shall break down the labor hour estimate for the change order by individual tasks.

2. Materials

All materials and the price for each material item shall be listed individually.

3. Subcontracting

Subcontractor price quotes which exceed \$500.00 shall have the hardcopy of the quote attached to the change order proposal. This requirement may be waived if deemed necessary by the Contracting Officer. If waived, it will be stated in writing on the Change Order document.

The above requirement is in addition to the requirements of Clause H.18, Change Proposals; Clause H.20, Changes - Ship Repair; Clause H.29, Additional Government Requirements; and Clause H.30, Growth and New Work

H.32 SHIP-006 SCHEDULE OF WORK

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The Contractor shall provide the Contracting Officer and COTR with the following documents within five (5) workdays of the ship's arrival at the Contractor's facility:

- a. Production Schedule
- b. Work Package Network
- c. Total Manpower Loading Curve
- d. Trade Manning Curves
- e. Subcontracting List

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

Change Order schedules shall be added to the Production Schedule, Trade Manning Curves, and Subcontracting List and submitted to the Contracting Officer and COTR at each weekly Progress Meeting (see Clause H.33, Progress Meetings).

Any anticipated or unanticipated deviation (greater than five (5) calendar days) from the Production Schedule shall be immediately brought to the attention of the Contracting Officer.

Any unauthorized deviation in the Production Schedule which results in a delay in the completion of an item past the established performance period completion date may result in an assessment of damages.

H.33 SHIP-007 PROGRESS MEETINGS

Progress meetings between the Contractor, Contracting Officer, Contracting Officer's Technical Representative (COTR), and required Ship's Force shall be held once a week. The Contractor, at a minimum, shall have an administrative representative at all progress meetings.

Additional progress meetings may be authorized at any time and such meetings shall be arranged by the COTR.

H.34 SHIP-013 ENVIRONMENTAL RESTRICTIONS

(a) **ASBESTOS:** The contractor will not cut or otherwise work on any asbestos aboard a NOAA Ship without complying with OSHA Asbestos Standards 29 CFR 1915.1001 or 1910.1001. All asbestos abatement work must comply with all Federal, state, and local laws and regulations (including 40 CFR 61.150 National Emission Standards for Asbestos). Whenever this contract provides more than one standard for asbestos abatement, the contractor must comply with the most restrictive law or regulation. Should there be any question as to the existence of asbestos in any material which may be disturbed, the material must be treated as if it is asbestos until positively identified.

(b) **POLYCHLORINATED BIPHENYLS (PCBS):** The contractor shall comply with 40 CFR 761 for removal and disposal of PCB containing articles. PCBs may be present in various locations on PMC vessels. **CLEAN AIR: Volatile Organic Compounds and Paint**

(c) **VOLATILE ORGANIC COMPOUNDS (VOC) & Paint Specifications:** The contractor shall comply with local VOC laws and regulations and shall have an acceptable VOC compliance plan. The plan shall demonstrate that the use of paints, solvents, adhesives, and cleaners comply with local VOC laws and regulations governing VOC materials, and that all required permits in the air district in which work will be performed have been obtained or will be obtained prior to starting work involving VOCs. The contractor shall submit the compliance plan prior to the start of work. An acceptable compliance plan shall contain, as a minimum, the following:

A listing of each material subject to restrictions in the air quality management district in question.

The ruling governing its use.

A description of the actions which the contractor will take to comply with the laws and regulations.

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Any changes in the status of compliance during the life of the contract. Alternatively, if no materials are subject to restrictions in the air quality management district where work will be performed, or if there are no restrictions, the compliance plan shall so state.

(d) **OTHER PAINT SPECIFICATIONS.** The contractor shall comply with the following paint Fabrication Finishes. The Material Safety Data Sheets (MSDS) for coating materials shall show exclusion or replacement of the following materials: asbestos, benzene, chromium compounds, coal tar, 2-ethoxyethanol and 2-methoxyethanol and their acetates, halogenated hydrocarbons and lead compounds. The content of volatile organic compounds (VOCs) and marking shall be in compliance with air quality regulations for the type of application and jurisdiction where used.

Environmental Acceptable Paints. In addition to requirements specified elsewhere for environmental protection, the contractor shall provide coating materials that conform to the restrictions of the local Air Pollution Control District/Air Quality Management District (APCD/AQMD). The contractor shall notify the Contracting Officer's Technical Representative (COTR) of any paint specified herein which fails to conform to APCD/AQMD standards for the project location. In localities where the specified coating or paint is prohibited, the Contracting Officer Technical Representative may direct the substitution of an acceptable coating system.

(e) **LEAD PAINT:** The contractor shall comply with all applicable local, state, and Federal laws and regulations regarding lead-based or lead containing paint when engaging in lead-based paint activities or when addressing lead-based paint hazards. Whenever this contract provides more than one standard for regulating lead-based paint, the contractor shall comply with the most restrictive law or regulation. Applicable laws or regulations include, but are not limited to, 16 CFR 1303, Ban of Lead-Containing Paint; 29 CFR 1910, Occupational Safety and Health Standards for General Industry; 15 USC 2601, et. Seq., and the Residential Lead-Based Paint Exposure Reduction Act.

(f) **TOXIC SUBSTANCE & HAZARDOUS MATERIAL/WASTE HANDLING:** The contractor shall comply with all local, state, and Federal laws and regulations when handling hazardous materials and when handling and disposing of hazardous and other wastes. The contractor shall have a written environmental compliance program outlining how the contractor handles and disposes of hazardous materials, pollution prevention and hazardous substance/waste reduction, petroleum products, toxic substances and hazardous waste. The compliance program shall be provided to the Contracting Officer's Technical Representative (COTR). The program shall include, but is not limited to, the following elements as appropriate: a general storage site plan, methods used to analyze whether generated material (blasting debris, paint waste, etc.) is hazardous, any hazardous waste licenses and permits, storm water controls and permits, spill response plans, any permits required by the National Pollutant Discharge Elimination System, 33 USC 1342, air district permits, noise control plan, and the identification of hazardous waste and material transportation and disposal contractors.

(g) **HAZARDOUS WASTE:** The contractor is responsible for any hazardous waste, as defined in 40 CFR 261 (hereinafter "hazwaste"), generated from work done on site at Pacific Marine Center under this contract and shall dispose of the hazwaste in accordance with all applicable Federal, state, and local regulatory requirements. The contractor and Government are considered co- generators of all hazwaste generated under this contract. As co- generators each has the following responsibilities. If necessary, the contractor shall coordinate with the regulatory agency to obtain either the EPA and/or State Generator Identification Number as required to manage hazwaste. The contractor will complete all hazwaste profiles and manifests, arrange and be responsible for the transportation and final disposal of all hazwaste; pay for all disposal costs; and provide the COTR with a copy of the disposal certificate.

(h) **WATERBLAST WASTE/RUNOFF:** High pressure water blasting results in two environmental concerns: the residual blast debris may be hazardous waste, and the water run-off may be a pollution point source regulated under The National Pollution Discharge Elimination System of the Clean Water Act, 33 USC 1342. The contractor is responsible for the testing and proper disposal of any hazardous waste resultant from high-pressure waterblasting. See paragraph (f), Toxic Substance and Hazardous Material/Waste Handling, for **AB133M-08-RB-0028**

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contractor responsibility for hazardous waste handling and National Pollution Discharge Elimination System permitting.

(i) **OIL SPILL CLEANUP/OILY WASTE DISPOSAL:** The contractor shall properly dispose of any generated liquid oil, oily waste or hazardous waste in accordance with local, state, and Federal laws and regulations. In no case shall liquid oil, oily waste, or hazardous waste be disposed of at a site which does not meet the minimum state and federal requirements.

(j) **CONTRACTOR'S ENVIRONMENTAL COMPLIANCE PLAN:** For all work to be performed, the contractor shall submit an Environmental Compliance Plan (hereinafter "ECP") to the COTR at the pre-award conference. An acceptable ECP shall address, as a minimum, the following:

Environmental Protection Agency (EPA) and local authority hazardous waste generator identification numbers or registration of the contractor, and its transporter and disposal facilities (TSDFs).

A tentative inventory of all hazardous chemicals, compounds, and other agents which will be used at the work site and their respective Material Safety Data Sheets.

All components as outlined in paragraphs (c), (f) and (m).

Note: The contractor and NOAA will jointly provide and maintain the Material Safety Data Sheets for all hazardous materials in accordance with CFR 29 1910.1200.

(k) **REFRIGERANTS:** The contractor shall at all times adhere to the requirements of Section 608 of the Clean Air Act, 42 7401 et seq., and any implementing regulations. The contractor may not knowingly vent, release or dispose of any Class I or Class II refrigerants, as defined in 42 USC 7401a, into the environment. The contractor shall ensure that, when servicing small appliances (refrigerators, freezers, water coolers, etc.) or high/low-pressure systems, all servicing and recovery requirements for the appropriate level of equipment are met. Whenever recovered refrigerant is used, the contractor shall provide the PMC COTR proof that the refrigerant meets the relevant standard of purity, unless it was recovered from the same system or other documented PMC system. All contractor-servicing technicians must have obtained the required level of EPA certification necessary to service the equipment (i.e. small appliances, high pressure systems, low pressure systems, etc.) in question. Any new system(s) or appliances provided by the contractor containing chlorofluorocarbon (CFC) or hydrochloroflourocarbon (HCFC) refrigerants shall be labeled as follows:

"WARNING: Contains (or manufactured with) (name of substance), a substance which harms public health and the environment by destroying ozone in the upper atmosphere."

(l) **POLLUTANT DISCHARGES:** Based on current environmental law requirements and enforcement practices the contractor must abide by the following:

The contractor may not discharge into the water any material that may alter the chemical, physical, biological, and radiological integrity of the water. Such activity is prescribed by the Clean Water Act, at 33 USC 1311.

The contractor shall be liable for any cost of violation arising from work done under this contract of these or any other local, state, or Federal laws and regulations prohibiting the discharge of pollutants into waterways.

The contractor shall ensure that all sandblast material, paint particle/waste, and paint overspray is managed in accordance with all applicable Federal, state, and local requirements and is contained in the work area, and not allowed to enter the atmosphere or water. This prevention may include, as necessary, the use of vacuum-blasting techniques, the construction of temporary shelters, and covering all openings, open areas, and other possible exits, including, but not limited to, scuppers, railings, freeing ports, ladders and doorways.

(m) **OIL SPILL PLAN:** If fuel oil must be transferred using mobile refueling units, the contractor is responsible to ensure that the owner of these units has a current oil spill response plan and is properly permitted. The contractor shall submit this plan to the COTR prior to any transfer of fuel oil.

H.36 1352.217-91 DELIVERY OF VESSEL TO THE CONTRACTOR (JAN 1987)

(a) The Government shall deliver the vessel to the Contractor, at the location specified in the contract.

(b) If the Contractor's plant is specified, it shall be understood to mean the fairway of the plant. The Contractor shall provide necessary tugs and pilot services to move the vessel from the fairway to the pier or dock and, upon completion of all work, from the pier or dock to the fairway of the plant.

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(c) While the vessel is in the possession of the Contractor, any necessary movement of the vessel incidental to the work specified in the contract shall be furnished by the Contractor without additional charge to the Government.

H.35 DELIVERY AND SHIFTING OF THE VESSEL

(a) The Government shall deliver the vessel to the Contractor, at the location specified in the contract.

(b) Whether the specified location of performance is the Contractor's own facility or any other authorized facility, it shall be understood to mean the fairway of the facility. The Contractor shall provide necessary tugs and pilot services to move the vessel from the fairway to the pier or dock and, upon completion of all work, from the pier or dock to the fairway of the facility.

(c) While the vessel is in the possession of the Contractor, any necessary movement of the vessel incidental to the work specified in the contract shall be furnished by the Contractor without additional charge to the Government.

H.36 NOTICE OF REQUIRED PAYMENT SECURITY

If the contract exceeds \$100,000, the successful offeror shall furnish security to guarantee payment to all persons supplying labor or materials in the performance of the contract. Such security shall be in the form of a performance bond on Standard Form 1416, or in the form of a certified or cashier's check, irrevocable letter of credit, Post Office money order, or currency, or United States Government bonds or notes (at par value) deposited in accordance with Treasury Regulations. Money orders and checks shall be drawn payable to: U.S. Department of Commerce, NOAA. The penal sum of the bond shall equal 20 percent of the contract price.

H.37 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offeror", including those posted on the Government's On-line Representations and Certifications Application (ORCA) website, are hereby incorporated by reference upon award of a contract.

H.38 CHANGE ORDERS – OPEN AND INSPECT WORK ITEMS

The contractor shall schedule the "inspection" portion of work for any change orders, if required, within three (3) calendar days after verbal award by the Contracting Officer. Deviations from the above requirement may be approved by the Contracting Officer.

H.39 1352.242-71 POST-AWARD CONFERENCE (MARCH 2000)

A post-award conference with the successful offeror may be required. If required, it will be scheduled and held within five (5) days after arrival of the ship at the contractor's facility. The conference will be held aboard the vessel at the contractor's facility.

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I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/>

(End of Clause)

I.2 52.202-1 DEFINITIONS (JUL 2004)

I.3 52.203-3 GRATUITIES (APR 1984)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

I.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

I.12 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

I.13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

I.14 52.211-5 MATERIAL REQUIREMENTS (APR 2008)

I.15 52.214-26 AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)

(Reference 14.201-7)

I.16 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS-- SEALED BIDDING (OCT 1997)

(Reference 14.201-7)

I.17 52.214-28 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING (OCT 1997)

(Reference 14.201-7)

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I.18 52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

(Reference 14.201-7)

I.19 52.222-3 CONVICT LABOR (JUN 2003)

I.20 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

I.21 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.22 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

I.23 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]

I.24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference)

I.25 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

I.26 52.222-39 NOTIFICATION OF EMPLOYEE CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

I.27 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

I.28 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.29 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

I.30 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

I.31 52.225-5 TRADE AGREEMENTS (JUN 2006)

I.32 52.225-8 DUTY-FREE ENTRY (FEB 2000)

I.33 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

I.34 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.35 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

I.36 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

I.37 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

I.38 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

I.39 52.232-1 PAYMENTS (APR 1984)

I.40 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

I.41 52.232-11 EXTRAS (APR 1984)

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I.42 52.232-17 INTEREST (JUN 1996)

I.43 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

I.44 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

I.45 52.232-25 PROMPT PAYMENT (OCT 2003)

I.46 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

I.47 52.233-1 DISPUTES (JUL 2002)

I.48 52.233-3 PROTEST AFTER AWARD (AUG 1996)

I.49 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

I.50 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)

I.51 52.242-13 BANKRUPTCY (JULY 1995)

I.52 52.243-1 CHANGES – FIXED PRICE (AUG 1987)

I.53 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

I.54 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

I.55 52.245-1 PROPERTY RECORDS (APR 1984)

I.56 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

I.57 52.245-9 USE AND CHARGES (JUNE 2007)

I.58 52.248-1 VALUE ENGINEERING (FEB 2000)

I.59 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

I.60 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

I.61 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.62 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

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(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) 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 the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of Clause)

I.63 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(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--

**SECTION I
CONTRACT CLAUSES**

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. 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)

I.64 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 at least \$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 at least \$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

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Name and Address]		
Issue Date _____		
Irrevocable Letter of Credit No. _____		
Account party's name _____		
Account party's address _____		
For Solicitation No. _____		

| | To: _____

| | _____

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 _____ office at _____ 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

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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)

I.65 52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (JUL 2000)

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

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity 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 20 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 20 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 5 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

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(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 or 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, NW, 2nd Floor, West Wing
Washington, DC 20227
(End of Clause)

**I.66 52.219-28 – POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION. (JUN 2007)
Reference 19.308 (d))**

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

**SECTION I
CONTRACT CLAUSES**

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 336611 assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

I.67 52.228-1 BID GUARANTEE (SEPT 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 20 percent of the bid price or \$300,000 whichever is less.

(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)

I.68 OPTION FOR INCREASED QUANTITY

The Government may increase the quantity of items to be delivered under Section B, Item Nos. 201, 202, and 203, at the prices stated therein.

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The Contracting Officer may exercise the option by written notice to the Contractor within the contract period of performance (see Clause F.4, Period of Performance). Delivery of added items shall continue at the same rate as contracted for, unless the Contractor and the Government otherwise agree.

SECTION J
LIST OF ATTACHMENTS

J LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY RESULTANT CONTRACT

J.1 Government Furnished Property

J.2 Contractors Online Representations and Certifications Application (ORCA)

J.3 SHIP-020 Attachments

Attachment No. 1 - Statement of Work and Drawings

Contained in CD-ROM Form. Bidder must request CD-ROM by contacting Administrative Contracting Officer Alex Smith at alex.smith@noaa.gov

No. 2 - SF 24, Bid Bond Form Attachment <http://forms.psc.gov/forms/sf/SF-24.pdf>

No. 3 - SF 1418, Performance Bond Form Attachment

http://www.ornl.gov/adm/contracts/library/articles_forms/pfbndotc-fil-apr00.pdf

No. 4 - SF 1416, Payment Bond Form Attachment

http://www.ornl.gov/adm/contracts/library/articles_forms/pybndotc-fil-apr00.pdf

J.4 Change Order Request Form

SECTION J
LIST OF ATTACHMENTS

J.1 Government Furnished Property

GFM for Gyro Relocation (Item 304)

Qty. one (1) Stanley-Vidmar cabinet P/N LWO175-33 with latchable drawers.

Qty. one (1) Newmar Automatic Power Selector APS

Qty. one (1) Steel interface plate.

Qty. one (1) Newmar circuit breaker panel

GFM for 12KHz transducer replacement (Item 305)

Qty. two(2) Airmar 12 khz transducers model 229

GFM for Work Item 312

CCTV Overhaul

Qty. six (6) Pelco pan tilt zoom color camera.

Qty. six (6) Pelco stainless steel camera weatherproof cases and mounts

Qty. one (1) Pelco fixed mount camera.

Qty. one (1) Pelco stainless steel weatherproof fixed mount camera case.

Qty. 2,000 foot Siamese coaxial and power cable

Qty. 300 foot RG-6 coaxial cable

Qty 300 foot control cable.

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

K.1 FAX NUMBER

The offeror is requested to insert their facsimile number:

K.2 EMAIL ADDRESS

The offeror is requested to insert their e-mail address:

K.3 DUNS NUMBER

The offeror is requested to insert their Dun and Bradstreet (DUNS) number:

K.4 CENTRAL CONTRACTOR REGISTRATION (CCR)

The offeror represents as part of its offer that it ___ has, ___ has not registered on the Central Contractor's Database. (See FAR 52.204-7)

CAGE Code: _____

K.5 OFFEROR CERTIFICATION

The Representations and Certifications must be executed by an individual authorized to legally bind the offering firm. The offeror's signature represents that the above Representations and Certifications are made as part of this proposal.

Signature: _____

Title : _____

Date : _____

K.6 Offerors Tax ID Number:_____

K.7 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 336611
- (2) The small business size standard is 1,000 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

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

**SECTION K
 REPRESENTATIONS, CERTIFICATIONS AND
 OTHER STATEMENTS OF OFFERORS**

(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 electronic ally, the offeror may choose to use paragraph (c) 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:

(i) Paragraph (c) applies.

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

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

FAR Clause #	Title	Date	Change

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

(End of Provision)

K.8 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

As prescribed at [25.1103\(d\)](#), insert the following provision:

Prohibition on Conducting Restricted Business Operations in Sudan—Certification (June 2008)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Person” means—

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

(1) A natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;

(2) [Any governmental entity or instrumentality of a government, including a multilateral development institution \(as defined in section 1701\(c\)\(3\) of the International Financial Institutions Act \(22 U.S.C. 262r\(c\)\(3\)\); and](#)

(3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

**SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L.1 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://www.arnet.gov/far>

L.2 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

L.3 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

L.4 52.214-5 SUBMISSION OF BIDS (MAR 1997)

L.5 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)(Reference 14.201-6)

L.6 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)(Reference 14.201-6)

L.7 52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

L.8 52.214-12 PREPARATION OF BIDS (APR 1984)

L.9 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

L.10 1352.214-71 EQUIPMENT INSPECTION VISIT (MARCH 2000)

Offerors are urged and expected to inspect the equipment on which maintenance or repairs are to be performed and to satisfy themselves regarding all conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the equipment constitute grounds for any claim. An inspection visit may be scheduled at the NOAA Facility home port in Honolulu, Hawaii, Honolulu Port Office, 1897 Ranger Loop, Bldg 184 from October 06, 2008 until October 07, 2008. Please contact Alex Smith at (206) 526-6379 for an appointment/further information.

L.11 TIME OF RECEIPT

For the purposes of establishing the official time of receipt of offers, offerors are to note that the response must be received in the Procurement Division office by the time set for close of receipt of offers. In the case of submission of offers through express mail or overnight delivery services, such deliveries are generally made to the Western Regional Center (WRC) mailroom prior to 10:30 AM. However, final delivery to the Procurement Division may take three hours or more after receipt by the mailroom. In the case of hand delivered submissions, offerors must allow time to pass through the guarded entrance to the site. This information is presented for offerors' planning purposes only and does not constitute an alternate deadline for receipt.

L.12 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria: (a) Percent of the set-aside: 100; (b) Type of set-aside: Small Business. NAICS CODE is 336611, Size 1000 Employees

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.13 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.14 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.15 1352.215-73 INQUIRIES (MARCH 2000)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

L.16 52.216-1 TYPE OF CONTRACT (APR 1984)

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

L.17 1352.252-71 REGULATORY NOTICE (MARCH 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

L.18 1352.215-73 INQUIRIES (MARCH 2000)

Offerors must submit all questions concerning this solicitation in writing to the Administrative Contracting Officer, Alex Smith (Phone 206-526-6370, email Alex.Smith@noaa.gov). They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

L.19 1352.233-71 SERVICE OF PROTESTS (MARCH 2000)

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.osc.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority). Agency protests filed with the Contracting Officer shall be sent to the following address:

Judi Jzyk
NOAA/AGO/WRAD
7600 Sand Point Way NE
Seattle WA 98115

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Department of Commerce
Office of the General Counsel
Contract Law Division--Room 5893
AB133M-08-RB-0028

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
Attn: Mark Langstein, Esquire
FAX: (202) 482-5858

**SECTION M
EVALUATION FACTORS FOR AWARD**

M.1 PRICE EVALUATION

Bidders will be evaluated on the price listed under “GRAND TOTAL, ALL ITEMS” which is inclusive of all Class A, B, and C Items listed in Section B of this solicitation. Bidders must bid on all items included in Class A, B, and C in order to be considered responsive to this solicitation and be eligible for award. Class “C” items are optional and may or may not be awarded. In addition to the price listed under “GRAND TOTAL ALL ITEMS”, bidders will have the amount calculated under Section M.3, Foreseeable Costs, added to their total evaluated price for evaluation purposes.

M.2 AWARD

Award will be made to the responsive, responsible bidder with the lowest evaluated bid price .

M.3 FORESEEABLE COSTS

Submitted offers will be assessed foreseeable costs. Foreseeable costs are the costs incurred by the Government that are related to the location of the Contractor's repair facility. Immediately following the repair period, the ship will be deployed to San Diego, CA. Foreseeable costs will be assessed for the transit from the contractor’s facility to San Diego, CA after the repairs are finished. Note that the 81 day performance period will begin upon the ship’s arrival at the contractor’s facility and will conclude in San Diego, CA after the repair is complete.

Vessel transit time will be calculated based on the vessel's average cruising speed of eight and one half (8.5) knots and traveling distances as recorded in the NOAA publication, "Distance Between U.S. Ports." Partial days will be rounded up to the next complete day. As an example: 30 hours will be rounded up to an assessment of two days.

All foreseeable costs will be calculated in accordance with Federal Travel Regulations.

Crew costs will be assessed based on the estimated daily transit crew costs of the KA'IMIMOANA of \$4,000.00.

Fuel cost has been calculated based on estimated fuel consumption of 125/gal per hour and a fuel cost of \$4.06/gal.

I. COSTS ASSESSED FOR SHIP AND CREW TRANSIT

Examples of assessments for ship and crew transit, based on recent NOAA ship repair work are:

Vessel Transit Cost

Port	Distance from San Diego, CA	Vessel Transit Time	Vessel Transit Cost
Bellingham WA	1212 NM	143 hours 6 days	\$72,573 fuel \$24,000 crew

**SECTION M
EVALUATION FACTORS FOR AWARD**

Portland OR	1074 NM	126 hours 6 days	\$63,945 fuel \$24,000 crew
Ketchikan, AK	1575 NM	185 hours 8 days	\$93,888 fuel \$32,000 crew
Seattle, WA	1,228 NM	144 hours 6 days	\$73,080 fuel \$24,000 crew
Tacoma WA	1247 NM	147 hours 6 days	\$74,603 fuel \$24,000 crew
Long Beach, CA	94 NM	11 hours 1 days	\$5,583 fuel \$4,000 crew

II. COSTS ASSESSED FOR NECESSARY SUPPORT PERSONNEL

A. MARINE ENGINEERING DIVISION

The COTR support costs described below will be assessed when the vessel is delivered to a shipyard which is located beyond the commuting distance of fifty (50) miles from Seattle, WA.

1. Travel: Between Seattle and Shipyard

COTR - Six (6) round trips, based on airfare or automobile travel costs.

Costs will be calculated upon receipt of individual bids, and will be based upon current Government rates. The means of transportation will be determined as follows:

Outside a one hundred and fifty (150) mile radius of Seattle homeport air transportation will be used.

Within a one hundred and fifty (150) mile radius of Seattle homeport, automobile transportation will be used.

2. Per Diem/Subsistence

One (1) COTR for sixty-two (62) days at Government per diem rates established for the location of the shipyard facility.

3. Vehicle Rental:

One (1) vehicle for sixty-two (62) days at prevailing rental rates for an economy class passenger vehicle in the geographical location of the repair facility.

B. ELECTRONIC ENGINEERING DIVISION

SECTION M
EVALUATION FACTORS FOR AWARD

The Electronic Engineer/Technician support costs described below will be assessed when the vessel is delivered to a shipyard which is located BEYOND fifty (50) miles from Seattle.

1. Travel: Between Seattle and Shipyard

Two round trips, based on airfare or automobile travel costs as described for the COTR.

Airfare or automobile costs will be calculated upon receipt of individual bids, and will be based upon current Government rates. The means of transportation will be determined as follows:

Within a one hundred and fifty(150) mile radius of Seattle, automobile transportation will be used. Outside a one hundred and fifty (150) radius of Seattle, air transportation will be used.

2. Per Diem/Subsistence:

One (1) Electronic Engineer/Technician for (10) days, calculated after bid opening, as described for the COTR.

3. Vehicle Rental:

One (1) vehicle for a ten (10) period, calculated as described for the COTR.

C. CONTRACTING OFFICER

The Contracting Officer support costs described below will be assessed when the vessel is delivered to a shipyard which is located BEYOND fifty (50) miles from Seattle.

1. Travel: Between Seattle and Shipyard

Three (3) round trips, based on airfare or automobile travel costs as described for personnel above.

2. Per Diem/Subsistence:

Six (6) days, calculated after bid opening, as described for personnel above.

3. Vehicle Rental:

One (1) vehicle for six (6) days, calculated as described for personnel above.

III ASSESSMENT OF FORESEEABLE COSTS

All foreseeable costs described in Section I and II above will be added to the bidder's overall bid price. The sum of the foreseeable costs and bid price will result in an evaluated bid price. The bidder whose bid results in the lowest evaluated price shall be considered to have bid the lowest price for purposes of contract award (See Section M.2).

Note: Foreseeable Costs may be applicable to all submitted bids, regardless of where the bidder's repair facility is located.