

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 50		
2. CONTRACT NO.		3. SOLICITATION NO. N00167-04-R-0008		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 21 Jun 2004		
6. REQUISITION/PURCHASE NO. 04-BR-006		7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK 9500 MACARTHUR BLVD. BARBARA ROTHENBERG, CODE 3321 WEST BETHESDA MD 20817-5700					
CODE N00167		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE			
TEL: 301/227-5755		TEL:		FAX:			
FAX: 301/227-3476		FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>4</u> 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 <u>Bldg. 121, Room 200</u> until <u>14 00</u> local time <u>21 Jul 2004</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME BARBARA ROTHENBERG	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301) 227-5755	C. E-MAIL ADDRESS RothenbergB@nswccd.navy.mil			
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	31
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	32
X	F	DELIVERIES OR PERFORMANCE	17	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	38
X	G	CONTRACT ADMINISTRATION DATA	18	X	M	EVALUATION FACTORS FOR AWARD	45
X	H	SPECIAL CONTRACT REQUIREMENTS	20				
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):							
		AMENDMENT NO.	DATE			AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

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

SECTION B Supplies or Services and Prices

BASE PERIOD - LOT I

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>DAILY RATE**</u>	<u>TOTAL AMOUNT</u>
0001*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Full Operating Status (FOS)	100	Days	\$ _____	\$ _____
0002*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of less than 10 days)	100	Days	\$ _____	\$ _____
0003*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of 10 days or greater)	165	Days	\$ _____	\$ _____
0004	Support Costs: Includes miscellaneous materials, fuel and cellular phone charges plus applicable G&A only (Non-Fee Bearing)	1	LT	NTE***	<u>\$31,250.00</u>
0005	Secondary Vessel plus applicable G&A only (Non-Fee Bearing) as stated in SOW at a daily rate of \$ _____	1	LT	NTE***	<u>\$30,000.00</u>
0006	Alternate Port Location Costs (Non-Fee Bearing)	1	LT	NTE***	<u>\$10,000.00</u>

BASE PERIOD - LOT II

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>DAILY RATE**</u>	<u>TOTAL AMOUNT</u>
0007*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Full Operating Status (FOS)	100	Days	\$ _____	\$ _____
0008*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of less than 10 days)	100	Days	\$ _____	\$ _____
0009*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of 10 days or greater)	165	Days	\$ _____	\$ _____
0010	Support Costs: Includes miscellaneous materials, fuel and cellular phone charges plus applicable G&A only (Non-Fee Bearing)	1	LT	NTE***	<u>\$33,125.00</u>
0011	Secondary Vessel plus applicable G&A	1	LT	NTE***	<u>\$31,800.00</u>

only (Non-Fee Bearing) as stated in SOW
at a daily rate of \$ _____

0012	Alternate Port Location Costs (Non-Fee Bearing)	1	LT	NTE***	<u>\$10,600.00</u>
------	--	---	----	--------	--------------------

OPTION I - LOT III

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>DAILY RATE**</u>	<u>TOTAL AMOUNT</u>
0013*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Full Operating Status (FOS)	100	Days	\$ _____	\$ _____
0014*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of less than 10 days)	100	Days	\$ _____	\$ _____
0015*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of 10 days or greater)	165	Days	\$ _____	\$ _____
0016	Support Costs: Includes miscellaneous materials, fuel and cellular phone charges plus applicable G&A only (Non-Fee Bearing)	1	LT	NTE***	<u>\$35,113.00</u>
0017	Secondary Vessel plus applicable G&A only (Non-Fee Bearing) as stated in SOW at a daily rate of \$ _____	1	LT	NTE***	<u>\$33,708.00</u>
0018	Alternate Port Location Costs (Non-Fee Bearing)	1	LT	NTE***	<u>\$11,236.00</u>

OPTION II - LOT IV

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>DAILY RATE**</u>	<u>TOTAL AMOUNT</u>
0019*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Full Operating Status (FOS)	100	Days	\$ _____	\$ _____
0020*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of less than 10 days)	100	Days	\$ _____	\$ _____
0021*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of 10 days or greater)	165	Days	\$ _____	\$ _____
0022	Support Costs: Includes miscellaneous				

	materials, fuel and cellular phone charges plus applicable G&A only (Non-Fee Bearing)	1	LT	NTE***	<u>\$37,220.00</u>
0023	Secondary Vessel plus applicable G&A only (Non-Fee Bearing) as stated in SOW at a daily rate of \$ _____	1	LT	NTE***	<u>\$35,730.00</u>
0024	Alternate Port Location Costs (Non-Fee Bearing)	1	LT	NTE***	<u>\$11,910.00</u>

OPTION III - LOT V

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>DAILY RATE**</u>	<u>TOTAL AMOUNT</u>
0025*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Full Operating Status (FOS)	100	Days	\$ _____	\$ _____
0026*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of less than 10 days)	100	Days	\$ _____	\$ _____
0027*	Vessel transfer services in support of acoustic testing for submarine and surface ships in Reduced Operating Status (ROS) (ROS of 10 days or greater)	165	Days	\$ _____	\$ _____
0028	Support Costs: Includes miscellaneous materials, fuel and cellular phone charges plus applicable G&A only (Non-Fee Bearing)	1	LT	NTE***	<u>\$39,453.00</u>
0029	Secondary Vessel plus applicable G&A only (Non-Fee Bearing) as stated in SOW at a daily rate of \$ _____	1	LT	NTE***	<u>\$37,874.00</u>
0030	Alternate Port Location Costs (Non-Fee Bearing)	1	LT	NTE***	<u>\$12,625.00</u>

* The vessel transfer service is calculated using a support service daily rate, which includes the following items: crew, maintenance, insurance, dockage, and annual overhaul.

** Offerors shall propose fixed-price daily rates for each contract year based on the following estimates:

Full Operating Status:	100 days per year
Reduced Operating Status:	100 days per year
(at less than 10 days)	
Reduced Operating Status:	165 days per year
(of 10 days or greater)	
Total	365 days

The contractor's invoices shall reflect the contract daily rates for the specific time period in which performance occurred.

*** NTE = Not-to-Exceed

This Contract shall consist of a two-year base period and 3 one-year option periods. This is a Time and Materials type contract.

The option(s) may be exercised any time prior to the expiration of the then current period provided the contractor is given 30 days preliminary notice in accordance with clause 52.217-9 herein.

This procurement is 100% Small Business Set-Aside.

SECTION C Descriptions and Specifications

SECTION C - STATEMENT OF WORK

1. OBJECTIVE:

The objective of this contract is to provide the means to transfer people and equipment between land and vessels at sea and between vessels at sea and land, and to provide other vessel services in support of NSWC. The type and size of at-sea vessel for personnel and equipment to be transferred to and from will vary considerably and will include both surface and submarine type vessels. The secondary vessel will be used to maintain NSWC assets, and to transport equipment in support of NSWC Projects.

2. BACKGROUND:

Naval Surface Warfare Center, Carderock Division (NSWCCD) has been conducting acoustic testing in the Bahamas for over twenty-five years. The physical conditions, including average ambient condition, which exist at Tongue-of-the-Ocean and Exuma Sound are considered to be the most ideal large area acoustic test area in the world. The isolation of this test area and the absence of local interference from small boat traffic help make it an ideal test location. However, as a result of this isolation, there are no appropriately configured transfer vessels available locally, and the availability of deep-water harbors (over 12 feet) within a reasonable distance of the test area is also very limited.

3. SCOPE OF WORK:

NSWCCD conducts acoustic testing for both surface and submarine type vessels in Tongue-of-the-Ocean and Exuma Sound, Bahamas. Transfers, as described herein, are not limited to, but normally occur between a pier located at Site 1 of Atlantic Undersea Test and Evaluation Center (AUTEK) or Congo Town on Andros Island, Bahamas and a U. S. Navy deep sea moor located in the Tongue-of-the-Ocean. Because of the requirements of the tests and the scheduling of vessels being tested, at-sea transfers need to be conducted anytime of day or night, and in sea conditions up to and including Sea State 3 (Sea State is defined in Attachment J-4). In order to safely conduct transfers, among various type and size vessels, special tendering and brows are required for the transfer vessel. In addition to personnel transfers, other operations may be assigned by the Government. The vessels may be required to operate from other than the port specified in paragraph 3.1.11 of this Statement of Work. Any actual incurred additional costs resulting from operating from other than the specified port shall be reimbursed by the Government, as appropriate. The workboat (a steel USCG certified vessel of appx. 100 ft) can be expected to be in use for 20 days per year.

3.1. Technical Considerations for transfer vessel:

The transfer vessel shall be fully crewed, available, and in a Full Operational Status (FOS) about 75 days per year and in a Reduced Operational Status (ROS) for the remaining period. Typically, transfers occur less than ten days per month with more than one transfer occurring in anyone day.

3.1.1. Vessel Type and Availability: The transfer vessel shall be a steel or aluminum hull Crewboat or of equivalent type, with U. S. documentation, and be United States Coast Guard (USCG) certified. The transfer vessel shall have an enclosed pilothouse, personnel accommodations, and equipment storage as specified below.

3.1.2. Size: The transfer vessel shall be capable of transporting the required personnel and cargo at the speed and range listed below, and be capable of berthing the vessel's crew on-board while operating at locations other than homeport. For the purposes of this contract the homeport is AUTEK at Andros Islands. At those times the transfer vessel is docked at AUTEK, berthing for up to four (4) contractor personnel will be provided at the Bachelor Officer's Quarters (BOQ) at AUTEK.

3.1.3. Propulsion: The transfer vessel shall be powered by at least two diesel engines and with at least two counter rotating propellers. The vessel shall have manual engine shutdown capability at all helm stations. Full engine instrumentation at the main helm station shall include, as a minimum; tachometers, temperature gauges for water, engine lube oil, and transmission. In lieu of the above gauges, each remote helm station shall have a warning signal (light or audible alarm).

3.1.4. Speed: The transfer vessel shall be capable of at least fifteen (15) knots, in sea conditions up to and including sea state 3, when fully loaded with the personnel and cargo as specified in Section 3.1.6. and as allowed by USCG certification.

3.1.5. Range: The transfer vessel shall be capable of a minimum operating range of 400 nautical miles, on installed tankage and at twelve (12) knots ship speed, when fully loaded with personnel and cargo as described in Section, 3.1.6., and in sea state conditions up to and including sea state 3.

3.1.6. Cargo Capacity: The vessel shall be USCG certified for a minimum of forty-eight (48) personnel, not including the crew, plus 4,000 pounds of hand-carried equipment and luggage. Seating capacity must be for a minimum of 30 personnel.

3.1.7. Special Equipment and Rigging: The transfer vessel shall be equipped, rigged and capable of safely transferring personnel and equipment between the vessel and the deck of any U.S. Navy ship or vessel via a Contractor-furnished brow, in sea conditions up to and including sea state 3, and at vessel/ship speeds from 0 to 4 knots. The transfer vessel shall be sufficiently well fendered to permit going alongside of U.S. Navy ship/vessels, day or night, in sea conditions up to and including sea state 3, without risk of damage to either the Contractor or Navy vessel. It is important to note that the underwater hull structure of submarines is deceiving, and that some Navy ships have a rubberized coating that can be easily damaged. The transfer vessel shall be equipped with safety rails and/or lifelines around the perimeter of the vessel. The transfer vessel shall be equipped with suitable sound insulation and/or mufflers to maintain a noise level (generated by vessel machinery) which does not exceed the OSHA requirements (90dBA in all habitable spaces and 103dBA topside while operating at the speeds required by this contract). The transfer vessel shall be equipped with cushioned seating for a minimum of thirty (30) government personnel, and equipped with an air conditioning system(s) that is capable of cooling the habitable compartment(s) (i.e. head facilities, and seating compartments) at least 15 degrees Fahrenheit below the ambient temperature. The air within the enclosed areas of the transfer vessel will be free from smoke (tobacco) while the vessel is in service. The Vessel shall be equipped with a minimum of 100 gallons of Potable water, and equipped with at least two hundred (200) cubic feet for storage of the hand-carried equipment and luggage in an area which is easily accessible, enclosed, and water proof. The transfer vessel shall be equipped with head facilities, and equipped with a tender, (rigid or inflatable) capable of carrying up to four passengers and two crew members, to accomplish emergency transfers in conditions when the vessel can not safely perform the transfer. The transfer vessel shall be equipped with shore power connections sufficient to power normal ships loads while dockside, without operating the transfer vessel's generators.

3.1.8. Communications Equipment: In addition to equipment required by the USCG, the transfer vessel shall be equipped, upon acceptance in accordance with Section 4, and throughout the period of Contract, with the following minimum communications capability: one synthesized HF single sideband radio transceiver with a minimum power output of 150 watts, capable of communicating on the 2.5 to 14.0 MHz frequency band, and equipped with an appropriate antenna and coupler; one standard 88 channel marine VHF radio transceiver with two-channel scanner feature or two similar marine VHF radio transceivers without scanners, and appropriate antennas; and one 3 watt Cellular phone capable of receiving incoming and making outgoing calls between the Bahamas and the United States. The Contractor further agrees to install additional radio equipment as may later be required by and for the Government. The Government shall be responsible for the cost of acquiring and installing any additional radio equipment that the contractor has been directed to install. Access to the transfer vessel's communication equipment, which shall be listed by the government on a "non-interference" basis, must be allowed, or a dedicated set of equipment meeting the same minimum specifications must be provided for dedicated government use. The above requirements are not intended to restrict the utilization of the installed radio equipment for normal communication on other assigned or required frequencies. The Government agrees to reimburse the Contractor for all outgoing cellular toll charges made by non-contractor personnel. Any actual incurred cellular phone costs resulting from non-

contractor personnel use shall be reimbursed by the Government under specific contract CLIN's, as appropriate. All other associated communication expenses are the contractor's obligation.

3.1.9. Navigational Equipment: In addition to equipment required by the USCG, the transfer vessel shall be equipped, upon acceptance in accordance with Section 4 of the Statement of Work, and throughout the period of Contract, with the following navigational equipment:

- a. One radar with a minimum of 20 miles range and 2 KW minimum output power capability.
- b. A Global Positioning System (GPS) system that is capable of providing continuous positions.
- c. A fathometer capable of obtaining reliable soundings to 500 ft.

Government access to the transfer vessel's navigation equipment listed above must be allowed on a "noninterference" basis, or there must be a dedicated set of equipment meeting the same minimum specifications and provided for dedicated government use. The above requirements are not intended to restrict the utilization of the installed equipment for normal vessel operations or as required for safe vessel navigation.

3.1.10. Contractor Personnel:

- a. The Vessel Master and one licensed mate shall hold United State citizenship.
- b. All other crewmembers and deckhands shall be either United States citizens or Bahamian nationals.

3.1.11. Pier Space: The berth shall be provided by NSWC/CD at Site 1 of the AUTEK facility on Andros Island, Bahamas. Pier space availability shall be for the length of time of the contract, during FOS status.

3.1.12. Smoke Free Vessel: All enclosed spaces within the transfer vessel shall be a non-cigarette/pipe/cigar smoking environment whenever the vessel is in service.

3.2. Task for transfer vessel:

3.2.1. Full Operational Status: The vessel Master is to maintain a continuous high frequency radio communications guard of a Government selected frequency (normally 2716 KHz or 2820 KHz), and VHF Channels 13 and 16, while the vessel is in FOS' for communications with the on site Government Representative. Additionally, the vessel Master must be able to be contacted via telephone/ cellular telephone continuously during the FOS period.

3.2.2. Reduced Operational Status: While in ROS, the Contractor must maintain a Monday through Friday (0900-1700 Eastern Time) telephone/cellular telephone/pager for the purpose of providing FOS notice. (A phone answering machine is not acceptable.)

3.2.3. Contractor Support: Contractor personnel shall be responsible for passing hand-carried equipment and luggage between the Contractor's vessel and vessels alongside. When passengers are disembarking at AUTEK, the contractor is responsible for informing the appropriate AUTEK personnel of any change in the schedule that would affect the expected time of arrival of the transfer vessel at AUTEK. On those occasions when the passengers disembark at a location other than AUTEK, the contractor may be directed to arrange for ground transportation to the nearest airport. The cost of ground transportation shall be borne by the Government personnel.

3.2.4. Alterations: The Government shall be at liberty to require additional alterations to the transfer vessel be made beyond what is on board at the award of the Contract. Such work shall be done at Government's expense and on its time. The Government shall, during the period of this Contract, leave the vessel in its original or altered condition, as applicable, ordinary wear and tear excepted, provided that the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or removal. The Government shall be at liberty to install any equipment or, to install any additional gear for loading, carrying or

discharging cargoes and to repaint the vessel. Such work shall be done at the Government's expense and on its time and shall not be such as to be in contravention of any applicable law of the United States or regulation made pursuant thereto. Such equipment, materials and gear so fitted are to be considered "Government Property" under the terms of GFP Clause incorporated by reference in Section I herein. The Government shall, during the period of the Contract remove the same, together with any alterations and additions thereto, at its expense and time and shall restore the vessel to her condition and color prior to such changes, ordinary wear and tear excepted. The Government shall have the right to abandon in place any alteration or Government-furnished property, unless the Contracting Officer is notified in writing within 30 days of completion of any alteration, that the Contractor requests such restoration or removal.

3.2.5. Standards of appearance: The transfer vessel operating under this Contract will operate in direct support of the U.S. Government and the Department of Defense. In this direct support role, the vessel is a representative of the U. S. Government and therefore it is important that the operation meets the highest possible standards of appearance and ship smartness. To this end, the Contractor will institute a continuous program of vessel maintenance. The hull, decks, deckhouse and all appurtenances shall be cleaned, preserved and painted as appropriate. The interior of the vessel's deckhouse shall be maintained in a clean and orderly state, with all equipages properly and securely stowed. The main and auxiliary machinery spaces will be kept clean and free of excessive accumulations of oil as defined by the COR during periodic inspections. All spaces will be lighted to allow safe operation and correct maintenance of machinery and equipment.

3.2.6. Machinery maintenance plan: All installed ships equipment, whether or not required by contract, shall be operational. A written preventive maintenance plan shall be implemented to help ensure vessel readiness. The plan, subject to Government approval, shall be submitted at acceptance trial and shall as a minimum include the following:

- a. Periodic (daily, weekly, monthly, etc.) list of vessel items to be inspected, tested, refurbished and or replaced. This list will contain at a minimum, all items listed by the on-service vessel survey, and will be updated as additional equipment is installed.
- b. The maintenance plan shall cover all main engines, power generators, electric motors and pumps, navigation and communication equipment and habitability items.
- c. Repair parts shall be maintained on-board for all items required to be inspected monthly or more frequently.
- d. Technical manuals, for all items listed in the maintenance plan, shall be maintained on-board.
- e. The maintenance plan shall incorporate all routine tests, inspections and procedures listed in the subject technical manuals
- f. A full inspection shall be conducted on all engines annually by a certified diesel mechanic, whose recommendations shall be implemented. In addition, monthly engine lube-oil samples shall be taken and analyzed by an engine oil analysis laboratory, which has been accepted by the engine manufacturer. The laboratory recommendations resulting from the analysis shall be considered required maintenance by the contractor.
- g. The actions and results of this plan shall be reported in the ship deck logs, which are to be forwarded to the government monthly with the invoice submission.

3.2.7. Drydock: The contractor, at its expense, shall drydock, clean and maintain the transfer vessel's bottom and propeller, and make all overhaul and other necessary repairs to properly maintain the vessel in accordance with Coast Guard requirements for certification, and to maintain the vessel in compliance with Section 3.2.5. (Standards of Appearance). When drydockage is required for the vessel, a full vessel survey is required. A copy of the survey finding and shipyard report, and a plan of action for repairs, shall be provided to the Contracting Officer or Contracting Officer's Representative (COR) within two (2) weeks. For drydock purposes, the Government shall allow the vessel to proceed to an appropriate port upon sixty days' prior notice to the Contracting Officer or COR,

schedule permitting. All towage, pilotage, fuel, gas-freeing if required, water and other expenses incurred while proceeding to and from drydock, shall also be borne by the Contractor.

3.2.8. Loading and Discharging: The whole reach and burthen of the transfer vessel shall be at the disposal of the Government, reserving only proper and sufficient space for vessel's Master, Officers, and crew, tackle, apparel, furniture, provisions, stores, and fuel. The Government shall have the use of the vessel's winches and other appropriate gear actually on board. The Contractor shall provide sufficient power to operate all the transfer vessel's equipment simultaneously. The vessel shall be capable of work both night and day, if required by the Government, while at or within the limits specified in USCG Certification. The Government shall have the use of any special gear or fittings actually aboard the vessel, although said gear or fittings are not required by this Contract.

3.2.9. Government Transportation of Contractor personnel and equipment: The contractor may request transportation of personnel and/or equipment on Government vessels or charter aircraft to support operations. The Government will provide requested transportation, as feasible, following receipt of request. (Request format provided as an attachment to the contract.) It is understood that the contractor maintains sole responsibility for the items being transported by the Government, and waives any claim of liability against the Government should any item be lost, damaged or confiscated. The contractor also affirms that no items are included in the shipment that are not listed on the shipment request, and that no items are being shipped in violation of the laws of the United States or the Bahamas.

4. ACCEPTANCE:

4.1. Acceptance Inspection: The transfer vessel and all associated equipment shall be delivered to Site 1 of the AUTECH facility, Andros Island, Bahamas, or to the NSWCCD South Florida Test Facility (SFTF) at Port Everglades, Florida; no later than 1600 hours local time on the established delivery date. The required delivery date to the Bahamas or SFTF, as established at the time of the award, shall not exceed two weeks after the date of award of the Contract. Government inspection of the vessel shall be completed within a reasonable amount of time thereafter, and shall not exceed five days after delivery to either the Bahamas or the SFTF. Hire shall commence upon acceptance of the vessel by the Government. The Government shall have the right to terminate this Contract, at no cost to the Government, should the vessel or associated equipment, listed in Paragraph 3 above, not be ready in accordance with the provisions herein, after forty-eight (48) hours following the completion of the Government inspection. Said termination shall be declared not later than five (5) working days after the completion of the Government inspection, should the vessel not be ready by that time. This Government right is in addition to, and shall not limit, any other Government rights under this contract, or under any other applicable law or regulation.

4.2. Vessel Acceptance Condition: The vessel and all associated equipment shall be seaworthy, properly manned, equipped, supplied, and in every way suitable and adequately fitted for and in all respects ready for the service contemplated under this Contract. Any associated equipment shall upon delivery be as described in this Contract and all vessel equipment shall be rigged, secured, and operable. The Contractor shall exercise due diligence to maintain the vessel and associated equipment in such state during the period of performance of the Contract.

5. RESPONSIBILITIES:

5.1. Vessel Condition: Contractor warrants that, from the date of delivery of the vessel and throughout the period of the vessel's service under this Contract, the transfer vessel shall be in a thoroughly seaworthy condition. Should actual performance or readiness condition of the vessel show any failure to satisfy one or more of such Contract requirements or Contractor representations, and not due to the fault of the Government, the hire may be unilaterally decreased by up to 10% of the applicable daily rate as determined by the Contracting Officer; the Contract may be terminated; or the vessel may be placed off-hire, at Government's option. This Government right is in addition to, and shall not limit, any other Government rights under this contract, or under any other applicable law or regulation.

5.2. Readiness: Readiness is a required service of the transfer vessel chartered herein. Readiness shall be defined as the ability of a vessel and associated equipment to perform the function for which designed, built, or chartered, including the ability to deploy without delays, whether or not so ordered to perform. Should actual performance or condition of the vessel or associated equipment show any failure to satisfy one or more of the Contract requirements

or Contractor representations, so as to render the vessel in less than a fully efficient state, the hire will be unilaterally decreased by up to 10% of the applicable daily rate as determined by the Contracting Officer. Nothing in this clause shall limit the rights of the Government to place the vessel off-hire pursuant to Section 5.3. This Government right is in addition to, and shall not limit, any other Government rights under this contract, or under any other applicable law or regulation.

5.3. Off Hire:

5.3.1. General: In the event of the loss of time resulting from deficiency and/or default of men including, but not limited to, misconduct, illness, injury, strikes, labor disruptions, lockouts; or deficiency of stores; fire; breakdown of, or damages to, hull, machinery, or equipment; collision; stranding; grounding; detention by authorities; average accidents to ship or cargo, unless resulting from inherent vice, quality, or defect of the cargo; repairs; inspections; drydocking for the purpose of examination or painting bottom; or deviation for the purpose of landing any ill or injured person on board other than any passenger, supercargo, or military personnel who may be carried at Government's request; or by any other cause whatsoever preventing the full working of the vessel; the payment of hire and overtime, if any, shall cease for all time lost until the vessel is again ready and in a fully efficient state to resume her service from a position not less favorable to the Government than that at which such loss of time commenced. Should the vessel deviate or put back during a voyage contrary to the orders or directions of the Government for any reason, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. When the period of time lost to the Government on any one occasion is less than one (1) hour, the hire shall not be reduced for such period. For the purpose of computing the value of time lost and off-hire, the charter hire rate shall be paid on the basis of the Ros > 10 day rate that day.

5.3.2. Costs for Contractor: The cost of fuel consumed while the transfer vessel is in ROS or off-hire, as well as all port charges, pilotages, and other expenses incurred during such period and consequent upon the putting in to any port or place other than to which the vessel is bound shall be borne by the Contractor.

5.3.3. Delays and Excessive Fuel Consumption: If upon any passage the vessel fails to make the speed warranted in Section 3.1. of this Contract, or her fuel consumption becomes excessive, due to defect in or breakdown of any part of her hull, machinery, or equipment; casualty; or inefficiency of Master, Officers, or crew or their failure to proceed with utmost dispatch, the hire for the time lost (if the vessel is delayed more than one (1) hour) the payment rate shall be that of Ros > 10 and any cost of extra fuel consumed (if any) shall be borne by the Contractor.

5.3.4. Excessive Off-Hire: In the event the vessel is off-hire, and such off-hire was not caused by the Government, for more than fourteen (14) days in any given 180-day period, Government shall have the option to terminate the remaining period of this Contract with forty-eight (48) hours notice of intention to do so, with no further obligation on behalf of the Government. This termination shall not abrogate any other right or prejudice any claim of the Government. This Government right is in addition to, and shall not limit, any other Government rights under this contract, or under any other applicable law or regulation.

5.4. Time Lost: Any time lost by the transfer vessel during the period of performance of this Contract (including all options if exercised) due to breakdown of machinery, interference by authority, collision, stranding, fire or other accidents or damage to the vessel, or repairs, inspections, overhaul and alterations, preventing the work of the vessel, shall be added to the charter period at Government's option, declarable at least twenty-seven (27) days prior to the termination of the charter period. Hire for such additional declarable period shall be at the same rate as in effect as of the date said declaration was made.

5.5. Insurance:

5.5.1. General: During the full period of this Contract, owner shall maintain the customary full-form marine insurance coverage on the transfer vessel, including Hull and Machinery, Protection and Indemnity (P&I), War Risk Hull and Machinery including P&I and Second Seaman's War Risk Policy. Except as otherwise provided in this Contract, the expense for such insurance coverage shall be paid by the Contractor and shall be deemed to be included in the hire payable under this Contract.

5.5.2. Operating Limits: If vessel is sent beyond the limits of Continental U. S. or Commonwealth of the Bahamas under this Contract, the Government agrees to reimburse Contractor for the actual extra cost of additional premiums properly assessed by the vessel's marine insurance underwriters and payable by the Contractor, which extra cost is occasioned by the vessel's trading beyond such limits.

5.5.3. Notification to Government: Contractor shall, to the maximum extent practicable, keep the Government, through the Contracting Officer, currently informed in writing as to the potential vitiation, suspension, lapse, or termination of any of vessel's insurance policies as a consequence of this Contract.

5.5.4. Government Named assured: The Government shall be named as an assured, with waiver of subrogation noted, under the vessel's Hull and Machinery policy (and under the Increased Value policy if applicable), under the vessel's P&I entry, under the vessel's War Risk Hull and Machinery policy including P&I, and Second Seaman's War Risk policy.

5.6. Master Officers, and Crew:

5.6.1. General: The master, Officers and crew of this vessel shall be appointed or hired by the Contractor and shall be deemed to be the agents of the Contractor at all times except as otherwise specified in this Contract. The Master of the vessel shall be under the direction of the Senior Government Representative as regards the employment of the vessel, but shall not be under the Government's orders as regards navigation, care and custody of the vessel. The number of vessel crewmembers shall be at a minimum as specified on the vessel's USCG certificate of inspection. The Master, Officers and crew of the vessel(s) shall all possess the required USCG licenses for their respective position.

5.6.2. Instructions: The Senior Government Representative on site shall coordinate all necessary transfers verbally with the Master. The placement of the Contractor on FOS and/or ROS will be accomplished in writing (by FAX or E-MAIL). The Master shall observe all such orders and instructions of the Senior Government Representative in respect of the Government's employment of the vessel's services.

5.6.3. Conduct of Master Officers or Crew: If the Contracting Officer shall have reason to be dissatisfied with the conduct of the Master, Officers or crew, the Contractor shall, on receiving particulars of the complaint, investigate it, and if necessary make a change in personnel.

5.7. Passengers and Cargo:

5.7.1. General: If personnel are required to be accommodated onboard, or cargo transported, it will be at the Government's expense except as covered in Section 3 above.

5.8. Subcharter: The Government shall have the option, without the prior written consent of the Contractor, to subcharter or agree to subcharter the vessel under any form of time or voyage charter. If the Government shall enter into any such charter, the Contractor shall nevertheless remain liable for the due performance of this Contract. Any such subcharter shall include a provision that it is subject to the provisions of this Contract.

5.9. Inspection: The vessel and associated equipment shall be subject to the government's inspection as to suitability for the required service prior to delivery and to subsequent inspections at any time during the period of performance of this Contract to determine continuing suitability for the required service as well as to determine whether the material condition of the vessel and associated equipment will prevent effective operation during basic and optional periods (if any) of this Contract. During any inspection following contract award the vessel will be placed in a FOS status. Such inspection shall include but not be limited to:

a. Condition and operability of all handling gear including standing and running rigging, booms, and regulatory body inspections of same.

- b. Condition and operability of navigation and communication equipment and provision of appropriate technical manuals and onboard spares.
- c. Condition (tightness and preservation) of hull, deck plating superstructure, and the operability of ground tackle.
- d. General material condition and maintenance of the ship
- e. Condition, operability and certification of required safety and firefighting equipment.
- f. Operability and safety of engineering spaces and equipment.
- g. Fuel tankage

5.10. Survey: The Government further reserves the right to have the vessel surveyed at any time by an independent surveyor.

5.11. Notice for correction: If, in the opinion of the Government Inspector, deficiencies exist which would preclude the adequacy of the vessel for the assigned service, a notice for correction will be issued. In the event that the stated deficiencies are not corrected in a reasonable period of time and in the opinion of the Contracting Officer (based upon the recommendation of the Government Inspector and/or the independent surveyor) the vessel is inadequate for the intended service or unable to operate for the remaining period of the Contract as a result of these deficiencies, the Government reserves the right to terminate the vessel services at no cost to the Government at any time during its term, or take any other action available under this Contract or as authorized by law.

6. SCHEDULE:

6.1. Government's Option: The Government shall have the option to direct the Contractor to place the transfer vessel in a period of reduced operational status (ROS). During any such period the rate of hire shall be as stipulated in Section B. The following method will be used to determine ROS rates; ROS under 10 days is only paid if there are less than 10 days between FOS periods. If there are 10 days or over between FOS periods the whole ROS period is paid at the 10 days or greater ROS rate.

6.2. Notice to Contractor: The Government shall give the Contractor written (by FAX or E-MAIL) or telegraphic notice or, in the event notice is given by telephone, written or telegraphic confirmation of exercise of the option specified under clause for Government's Option in Section 6.1. above. Such notice shall specify the time at which the period of ROS is to commence, which time shall not be less than 48 hours subsequent to the receipt of such notice by the Contractor or his representative. The Government shall give the owner written or telegraphic notice or, in the event notice is given by telephone, written or telegraphic confirmation of termination of the period of ROS. Such notice shall specify the time at which such period shall terminate, which time shall be at least 72 hours (Saturdays, Sundays, and holidays included) subsequent to the receipt of said notice by the Contractor or its representatives; provided, however, that by agreement between the Contractor and the Government, the vessel may be returned to full operational status (FOS) before the time specified in the notice of termination of the reduced operational period.

7. DELIVERABLES:

7.1. General: The Contractor shall have maintained, on board the vessel, Deck and Engine Room Logs, true copies of which shall be retained by Contractor and copies provided to the Government with each invoice submission at no cost to the Government. Logs shall be provided for all FOS and ROS time periods. Log format will be provided by the Government and will be updated during the term of the Contract as required. A draft format is provided as an attachment to the contract. The Contractor shall maintain all logs for a period of ten (10) years after the expiration of this Contract.

7.2. Machinery Maintenance Plan Results: Results of maintenance conducted in accordance with maintenance plan (Section 3.2.6.) will be recorded in the ship log. These ship deck logs will be submitted with invoices.

8. INFORMATION REQUIREMENTS:

8.1. Communication Requirements for Full Operational Status: The vessel master is to maintain a continuous high frequency radio communications guard of a Government selected frequency (normally 2716 KHz or 2820 KHz) while the vessel is in FOS for communications with the on site Government Representative. Additionally the vessel master must be able to be contacted via phone/cellular telephone continuously during the FOS period.

8.2. Communication Requirements for Reduced Operational Status: While in ROS, the Contractor must maintain a daily (0900-1700 Eastern Time) telephone/pager for the purpose of providing FOS notices. (A phone answering machine is not acceptable.)

8.3. Substitution: The Contractor may, at any time, propose to substitute a vessel or vessels for that proposed or contracted for. The nominated vessel or vessels shall conform to the requirements of the contract. Such proposal or proposals shall always be subject to Government's sole discretion and approval and shall not result in increases in the charter rates specified.

8.4. Inoperable Vessel: If the vessel becomes inoperable (is unable to get underway due to mechanical faults) the Contractor must:

a. Notify the Government within 12 hours during ROS, or one hour during FOS, and; repair or replace the vessel within four (4) hours during FOS, or, 72 hours during ROS, as per clause on Substitution in Section 8.3. above.

8.5. Fuel:

8.5.1. Delivery Bunkers: Upon delivery of the vessel, the Contractor shall present to the Contracting Officer a statement certified by the Contractor or his authorized agent showing the amount and grade of fuel on board at the time of Acceptance Inspection with such additional verification as the Contracting Officer may require and the Government shall pay the Contractor for such fuel at the current market price at the port of delivery upon certification and verification of such statement by the Contracting Officer. The Government shall pay for the on-hire bunker survey, if performed by an independent surveyor and required by the Contracting Officer. The Contractor shall provide additional fuel as may be required by the Government prior to the acceptance of the vessel by the Government and the Government shall reimburse the Contractor all costs directly connected with the purchasing of the additional fuel.

8.5.2. Provision of Fuel: Diesel fuel (less lube oil) can be provided by the Government at Site 1 of AUTECH (Andros Island) or from Government ships during certain at sea transfers while the vessel is in FOS with advance request and on a not to interfere basis with ongoing trials. The grade of such fuel is to be specified by the Contractor, and the grade supplied shall be at least that grade unless otherwise mutually agreed. The Contractor shall be responsible for any fuel testing prior to fuel being delivered to the vessel. Delivery aboard the vessel shall constitute acceptance by the Contractor. If the Contractor loads fuel on the vessel at his own expense, the Government shall reimburse the Contractor the reasonable expenses of such loading.

8.5.3. Contractor's Purchase of Fuel: The Contractor shall, if directed by the Government, purchase fuel for the vessel, in which case the Government shall reimburse the Contractor the cost of all fuel (excluding lube oils) procured by the Contractor and loaded in the vessel during the period of this Contract. If the Contractor is required to incur costs under this article by the Government, the Government shall thereafter reimburse the Contractor for such costs upon presentation of properly certified vouchers, supporting receipts; and other documentation which justifies the charges as fair and reasonable in accordance with the clause on reimbursement under the Invoicing and Payment Section (Section G). The Contractor shall not, however, be reimbursed any amount in excess of the current market price of such fuel at the place of loading plus all reasonable expenses incurred by the Contractor in loading said fuel on board the vessel. The title to all fuel for the cost of which the Contractor is entitled to be reimbursed

hereunder shall automatically pass to and vest in the Government upon delivery to the Contractor or upon the occurrence of any other event by which title passes from the vendor or supplier thereof to the Contractor, in the case of any such fuel which is purchased for the performance of this Contract. The Government shall be afforded all benefits of Contractor's contracts for its fuel requirements, including but not limited to any savings due to refunds, rebates, credits, or discounts.

8.5.4. Fuel Usage During Off-Hire: If the vessel should go off-hire during the period of this Contract, the Contractor shall present to the Contracting Officer a statement certified by him or his authorized agent showing the amount of fuel on board at the time the off-hire period commenced and the amount of fuel on board when the off-hire period ended. The Government shall be credited for the cost of the fuel consumed during the off-hire period and also reasonable expenses incurred in loading such fuel, such costs to be based upon costs at the previous refueling point.

8.5.5. Redelivery Fuel Status: Upon redelivery of the vessel the Contractor shall present to the Contracting Officer a statement certified by the owner or his authorized agent showing the amount of fuel on board at the time of redelivery. A bunker survey conducted by an independent bunker surveyor approved by the Government shall be performed at the port of redelivery or such other place, as the Government shall direct, at Contractor's time and expense. The Government shall be credited with the value of fuel on board at the time of redelivery, computed at the current market price at the port of redelivery.

8.5.6. Reasonable Expenses: The term "reasonable expenses," as used in this Contract, shall mean all reasonable costs excluding crew overtime which are necessarily incurred in loading said fuel on board the vessel, such as expenses incurred at tanker terminal; loading fuel from lighters, barges, or other craft used as lighters, including lighterage, lighter demurrage, or detention incurred; cost of shifting lighters for the convenience of the vessel, handling lighter lines; and such similar expenses which the Government shall determine were necessarily incurred in the loading of fuel on the vessel during the period of this Contract.

9. PERSON-HOURS:

The vessel should be in a Full Operational Status (FOS) about seventy-five (75) days per year and in a Reduced Operational Status (ROS) for the remaining period. Typically, transfers occur less than ten (10) days per month with more than one transfer occurring in anyone day.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

The Government requires delivery to be made according to the following schedule:

The period of performance under the resultant contract will be for a period of two (2) years plus three (3) one year options (if exercised), commencing on 01 January 2005. The Base and Options are specified below:

Item	Time Period
Base Period Year I – Lot I	One (1) year from the effective date of Contract (EDOC)
Base Period Year 2 – Lot II	One (1) year
Option 1 – Lot III	One (1) year from exercise of option
Option 2 – Lot IV	One (1) year from exercise of option
Option 3 – Lot V	One (1) year from exercise of option

(End of Clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CAR-G04 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (MAR 2004)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 3 copies, to the Contract Auditor* at the following address:

(To be determined at time of award)

unless delivery/task orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the following address:

Technical point of contact (COR)

Naval Surface Warfare Center, Carderock Division
Attn: (To be determined at time of award)
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

Following verification, the Contract Auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery/task order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d)(1) If the contract is a cost-reimbursement for services and includes Alternate I to the Prompt Payment clause, invoices for interim payments shall be submitted in accordance with paragraph (e) of the Prompt Payment clause. Additional guidance for submitting interim payment requests may be found in Defense Contract Audit Agency (DCAA) Pamphlet No. 7641.90, "Information for Contractors."

(2) For all other contracts, each invoice shall contain the information identified in the Prompt Payment clause of the contract, as well as the following applicable information:

- (i) Contract line item number (CLIN)
- (ii) Subline item number (SLIN)
- (iii) Accounting Classification Reference Number (ACRN)
- (iv) Payment terms
- (v) Procuring activity
- (vi) Date supplies provided or services performed
- (vii) Costs incurred and allowable under the contract
- (viii) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report", is required only with the final invoice.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

CAR-H06 PAST PERFORMANCE ASSESSMENT FOR CONTRACTS NOT SUBJECT TO THE NAVY CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (OCT 2003)

(a) The contractor, in performing this contract, will be subject to a written past performance assessment by the Government. All information contained in this assessment may be used by the Government, within the limitations of Federal Acquisition Regulation (FAR) 42.15, for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment will be prepared by Government technical/requirements personnel and made available for review by the Contractor.

(b) The Contracting Officer will provide the written assessment on contractor performance to the Contractor within 60 calendar days of contract completion. In addition, when the period of performance of the contract exceeds one year, the Contracting Officer will provide a written assessment to the Contractor within 60 calendar days after the end of each one-year period. At the sole discretion of the Contracting Officer, an annual assessment may be delayed until completion of the contract in those circumstances where such completion will be within 90 days after the end of the one-year period. The Government's written assessment will be in a format determined by the Contracting Officer and will address, as appropriate, the Contractor's performance in terms of cost effectiveness, quality, and timeliness. For delivery order contracts or task order contracts, performance assessments will include performance on all delivery/task orders during the reporting period. Final reports upon completion of a contract will not include cumulative information, but will be limited to the period of performance occurring after the preceding performance report.

(c) The Contractor will be provided an opportunity to review the assessment and may respond to the Contracting Officer by providing comments, rebutting statements or furnishing additional relevant information. The Contractor's response must be provided to the Contracting Officer within 30 calendar days after the assessment is mailed or otherwise provided to the Contractor by the Government. Upon receipt of the Contractor's input, if any, or after the end of the 30 calendar day period, whichever occurs first, the assessment will be finalized by the Contracting Officer. The Contracting Officer will have the option of accepting or modifying the original assessment and once finalized, will provide the final assessment to the Contractor. The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond that described in paragraph (d) of this clause.

(d) The Chief of the Contracting Office, Naval Surface Warfare Center, Carderock Division shall resolve disagreements between the Contracting Officer and the Contractor regarding the assessment.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002

52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration Alternate A	NOV 2003
Alt A		
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7021	Trade Agreements	JAN 2004
252.225-7041	Correspondence in English	JUN 1997
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7006	Alternate A	DEC 2003
Alt A		
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

(End of clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or

destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as

directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.245-9 USE AND CHARGES (APR 1984) (DEVIATION)

(a) Definitions.

As used in this clause--

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c) (1) (iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c) (1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour--

Rental charge = (Rental Time in hours) (.02 per month) (Acquisition Cost)

720 hours per month

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the sixty-first day following completion of the rental period. Interest will accrue at the Renegotiation Board Interest Rate (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

DFAR Clauses: <http://www.dtic.mil/contracts/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any DFAR (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

(To be specified at time of award)

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [To be specified at time of contract award] inclusive of fee. It is estimated that these funds will cover the cost of performance through [To be specified at time of contract award]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [To be specified at time of contract award] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those individuals whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the

Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Ms. Catherine Rowe, Code 3321
NAVSEA Warfare Centers, Carderock Division
ADDRESS: 9500 MacArthur Boulevard
West Bethesda, MD 20817-5700
TELEPHONE: 301/227-1100

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

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

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

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

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

SECTION J List of Documents, Exhibits and Other Attachments

Attachment	J - 1	Representative Submarine Midships Cross Section	1 page
Attachment	J - 2	Vessel Deck Log Format	1 page
Attachment	J - 3	Rendezvous Locations	1 page
Attachment	J - 4	Sea State Tables	1 page
Attachment	J - 5	Request Format for Government Transportation of Contractor Equipment or Personnel	1 page
Attachment	J - 6	Standard Form to Request Placement of Contractor on FOS/ROS Status	1 page
Attachment	J - 7	Standard Form for Documenting Vessel FOS/ROS Status	1 page
Attachment	J - 8	Map of the Atlantic Undersea Test and Evaluation Center (AUTEK)	1 page
Attachment	J - 9	Map of the Main Base	1 page

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7035	Buy American Act-- Free Trade Agreement--Balance Of Payments Program Certificate	JAN 2004
252.225-7042	Authorization to Perform	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

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

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(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) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

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

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 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 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 (a) of this provision.

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) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas.

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

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

(b) Representation. The Offeror represents that it:

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

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

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

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.247-6	Financial Statement	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Time and Materials** type contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

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

Ms. Catherine L. Rowe, Contracting Officer
 Naval Surface Warfare Center, Carderock Division
 Code 3321, Bldg. 121, Room 200
 West Bethesda, MD 20817-5700

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

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

DFARS Clauses: <http://www.dtic.mil/contracts/>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any DFAR (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

This procurement is 100% Small Business Set-Aside.

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	4
Technical Proposal	1	4
Cost Proposal	1	4

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high-density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

Length: The sections shall be as brief as possible, consistent with providing a complete submission. Pages should not exceed 8 1/2 inches in width and 11 inches in length; however, foldout pages depicting such items as sketches, etc., may be used. It is requested that a maximum of 75 pages (doubled spaced, printed DOUBLE-SIDED ON RECYCLED PAPER) be submitted for the technical/management proposal. However, the 75-page limitation does not include attachments or resumes.

Differences between the proposed format and RFP: Offerors shall provide an explanation, in a clearly relatable format such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted.

(2) TECHNICAL/MANAGEMENT PROPOSAL

PRE-AWARD SURVEY

Prior to award, the apparently successful offeror will be required to participate in a pre-award survey to verify that their transfer vessel meets the required specifications.

Technical is more important than cost.

Evaluation Sub-Factors

1. Vessel Specifications
2. Vessel Operations
3. Personnel
4. Vessel Maintenance
5. Past Performance
6. Corporate Experience

The technical/management section shall contain the information in the following areas, as applicable (the narrative discussions in the proposal shall be related to the applicable part of the Section C by placing the appropriate number at the beginning of the text). Proposals submitted in response to this solicitation shall contain the information outlined below and in the order indicated.

A cover letter shall be used by the offeror to transmit the proposal and is considered part of the proposal. This cover letter shall also be used to transmit any information that the offeror wants to have brought to the Contracting Officer's attention. The Technical proposal shall contain sufficient information to enable Government technical personnel to make a thorough technical evaluation and arrive at a sound determination regarding the sections below.

A proposal summary shall be included in the proposal, which provides a concise statement of the purpose, objectives, and basic problems of the project and shall demonstrate the offeror's overall concept of the work being proposed and plan to accomplish the objectives and tasks set forth in Section C - Statement of Work (SOW).

1. VESSEL SPECIFICATIONS

The offeror shall provide a complete and detailed description with all specifications of the proposed transfer vessel as set forth in Section C - Statement of Work. In the event the proposed vessel is not currently owned by the offeror, the offeror shall include with the vessel's detailed description, proof of availability of the vessel for the period of the contract, by providing a letter of intent signed by the vessel's owner.

Only the specifications for one transfer vessel may be submitted with each proposal, therefore, a separate proposal is required for a second/alternate transfer vessel. Contract required equipment must be already installed on the vessel, or an installation action plan, including planned installation dates, must be provided. All required equipment must be identified, as a minimum, by manufacturer, model, year built, and power. The Vessel Specification subfactor will be evaluated based on the narratives that describe the proposed transfer vessel. The following specific areas shall be addressed:

(a) The vessel type, including the configuration, hull type, United States Coast Guard (USCG) certification, pilot house arrangement, personnel accommodations, and equipment storage space.

(b) Personnel capacity and comfort, equipment and luggage space, seat types, cooling capability, potable water capacity, and head facilities.

- (c) The transfer vessel's equipment configuration (including safety equipment) for transferring personnel and equipment between the transfer vessel and the deck of any U.S. Navy ship or other designated vessel.
- (d) The transfer vessel's navigational equipment configuration.
- (e) Proof of availability of a dedicated vessel for the entire period of the contract.
- (f) The transfer vessel's engines and propeller configuration, and the applicable instrumentation.
- (g) The transfer vessel's speed capability.
- (h) The transfer vessel's operational range.
- (i) The transfer vessel's sound insulation and/or mufflers to maintain a noise level (generated by vessel machinery) which does not exceed the OSHA requirements.
- (j) The transfer vessel's (tender small boat) capabilities.
- (k) The transfer vessel's shore power connection.
- (l) The transfer vessel's communication equipment configuration.

2. VESSEL OPERATIONS

The offeror shall describe their proposed vessel operations in reference to the following areas:

- (a) A description of any specific requirements the Master will implement to ensure the safety of personnel, equipment, and vessels.
- (b) A discussion of limitations in conducting safe and effective transfers due to severe weather (WIND AND SEAS).
- (c) A discussion of the vessel's procedures for a safe and effective transfer during daylight between the transfer vessel and submarine.
- (d) A discussion of the vessel's procedures for safe and effective transfer during daylight between the transfer vessel and large surface vessel.
- (e) A discussion of the vessel's procedures for safe and effective transfer during nighttime between the transfer vessel and submarine.
- (f) A discussion of the vessel's procedures for safe and effective transfer during nighttime between the transfer vessel and large surface vessel.
- (g) A discussion of the vessel's operation/manning during Reduced Operational Status (ROS).

3. PERSONNEL

The offeror shall provide the quantity of resumes specified below for the Master and First Mate. These labor categories are designated as Key Personnel. Offerors shall provide a work description of other crew members, but are not required to provide resumes for non-key personnel.

It is possible that the offeror's job categories/titles may not conform to the categories/titles listed below. If that is the case, the offeror shall provide a cross-reference for its categories/titles to the categories/titles specified in the RFP for the Key Personnel labor categories.

Resumes shall include the following: (1) the job categories/title, and cross-reference, as applicable, (2) employment history, (3) citizenship, and (4) a detailed listing of all the required USCG licenses the individual currently possesses.

In the event that an individual proposed as a Key Personnel for performance under the resultant contract is not currently employed by the offeror, the offeror shall include with that individual's resume, a letter of intent signed by that individual which states that individual's intent to accept employment with that offeror within two (2) weeks of contract award.

If any of the Key Personnel proposed for performance under the resultant contract are changed before the contract award, the offeror will advise the Contracting Officer of this change in their Final Proposal Revision and will submit resumes for the substituted Key Personnel for re-scoring of the proposal as appropriate.

All crewmembers and deckhands shall be either United States citizens or Bahamian nationals. The minimum number of vessel crew shall be as specified on the vessel's USCG certificate of inspection. The Master, First Mate, and crew of the vessel(s) shall all possess the required USCG licenses for their respective position.

Master - 1 Resume (Key Personnel)

Describe experience with operating a vessel similar to that specified in the conditions described in Section C – Statement of Work. Should have experience in maintaining a vessel in operating condition and supervising personnel. Should have at least two (2) years experience as a master of a vessel similar to the vessel to be provided under this contract. Provide a copy of all the required USCG licenses.

First Mate - 1 Resume (Key Personnel)

Describe experience with operating a vessel similar to that specified in Section C – Statement of Work, assisting the Master in keeping the vessel in operating condition, and supervising personnel. Should have at least one (1) year experience as a first mate of a vessel similar to the vessel to be provided under this contract. Provide a copy of all the required USCG licenses.

Non-Key Personnel

Offerors are not required to submit resumes for Non-Key Personnel. However, offerors are required to include a statement in their proposal as to whether they do have personnel available in the minimum number of crew as specified on the USCG certificate of inspection. All crewmembers and deckhands shall be either United States citizens or Bahamian nationals.

4. VESSEL MAINTENANCE

The offeror shall describe their proposed vessel maintenance plan in reference to the following areas:

- (a) A discussion of the machinery maintenance plan of the proposed transfer vessel, including the periodic list in order to maintain the vessel's active status.
- (b) A discussion of the repair parts to be maintained on-board the proposed transfer vessel.
- (c) A discussion of the technical manuals to be maintained on-board.
- (d) A discussion of the planned course of action for inspections of the proposed transfer vessel.

(e) A discussion of the planned course of action for dry-docking of the proposed transfer vessel.

5. PAST PERFORMANCE

The Offeror shall provide relevant past performance information on the Offeror's previously awarded contracts in the past three (3) years. Offerors shall provide its past performance information that reflects its record of (a) conformance to specifications and (b) standards of good workmanship, (c) a history of containing and forecasting costs, (d) adherence to contract schedules, (e) a history for reasonable and cooperative behavior, (f) a commitment to customer satisfaction, and (g) Compliance with the clause at FAR 52.219-8 – Utilization of Small Business Concerns,*

*Clause 52.219-8 applies to all Offerors, including small businesses.

The Government intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an Offeror's performance of relevant contracts. In the event the Government cannot obtain adequate CPARS rating information regarding a particular Offeror, the Government may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, the past performance of the subcontractor may also be evaluated.

Each Offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information to that which the Government has readily available, or which has already been rated under the CPARS system, or which the Offeror considers essential to the Government's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Government reserves the right to verify statements and representations made in an Offeror's proposal.

Incomplete data may not be considered.

6. CORPORATE EXPERIENCE

Offeror shall demonstrate corporate experience and performance during the past three (3) years in the following technical areas:

- (a) The contractor's experience in conducting at-sea personnel transfers.
- (b) The contractor's experience in conducting at-sea equipment transfers.

7. COST PROPOSAL

An offer is presumed to represent an offeror's best effort to respond to this solicitation.

Any inconsistency, whether real or apparent, between promised performance and cost or price, should be explained in the proposal. For example, if the intended use of a new and innovative type vessel is the basis for an abnormally low estimate, the nature of the vessel and its impact on cost or price should be explained; or, if a business policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal.

Any significant inconsistency, if unexplained, raises a fundamental issue of the understanding of the nature and scope of the work required and of the offerors' financial ability to perform the contract, and may be grounds for rejection of the offer.

A cost proposal consisting of the completed Section B of this RFP shall be completed. The offeror shall include a daily rate for the Secondary Vessel. In addition, the offeror must identify any indirect rates, such as G&A or Material Handling, that will be applied to the costs designated as Support Costs, Secondary Vessel Costs, and

Alternate Port Location Costs, as specified in Section B – Supplies or Services and Prices for all five years of the proposed contract.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (OCT 2003) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical and cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical/Management Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis, which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the

degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(3) Evaluation of Indirect Rates Applicable to Support Costs, Secondary Vessel Costs, Alternate Port Locations, and Daily Rate for the Secondary Vessel:

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs in Section B plus any applicable indirect amounts for the NTE Support Costs, Secondary Vessel Costs, Alternate Port Location Costs, and the Daily Rate for the Secondary Vessel Costs specified in Section B. It is intended to reimburse the support costs on the basis of actual reasonable costs and any DCAA approved indirect costs. Except for the fixed daily rate for the secondary vessel, it is intended to reimburse the support costs, other secondary vessel costs, (i.e. fuel), and alternate location costs on the basis of actual reasonable costs plus any DCAA approved indirect costs.

Therefore, for evaluation purposes, the Government will add the offeror's proposed DCAA approved indirect costs to the Support Costs, Secondary Vessel Costs, and Alternate Port Location Costs. However, the proposed fee base shall be exclusive of the amounts specified for these CLINs. These CLINs are specified in Section B as non fee bearing.

(ii) If the offeror's DCAA approved accounting system includes the application of any other indirect cost rates to the above costs, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling cost to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling cost.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the Support, Secondary Vessel, and Alternate Port Location cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE or estimated amounts specified, it will do so for evaluation purposes only and will not actually change the NTE or estimated amount at time of award. Rather, the contract will indicate that the NTE or estimated amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

(d) Competitive Acquisition Instructions.

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) **Discussion/Final Proposal Revisions.** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) **Basis for Contract Award.** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(g) **Evaluation Factors.** The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance. Technical is more important than cost.

Evaluation Sub-Factors

1. Vessel Specifications
2. Vessel Operations
3. Personnel
4. Vessel Maintenance
5. Past Performance
6. Corporate Experience

Factor 1 is more important than Factor 2. Factor 2 is slightly more important than Factor 3. Factor 3 is more important than Factors 4 and 5. Factors 4 and 5 are equal. Factors 4 and 5 are slightly more important than 6.

1. VESSEL SPECIFICATION

(a) The contractor's proposal will be evaluated based on how well the offeror demonstrates that the proposed transfer vessel meets all the statement of work requirements necessary to conduct these transfers, including the configuration, hull type, United States Coast Guard (USCG) certification, pilothouse arrangement, personnel accommodations, and equipment storage space.

(b) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for personnel capacity and comfort, equipment and luggage space, seat types, cooling capability, potable water capacity, and head facilities.

(c) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for transfer vessel's equipment configuration (including safety equipment) for

transferring personnel and equipment between the transfer vessel and the deck of any U.S. Navy ship or other designated vessel.

(d) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for the transfer vessel's navigational equipment configuration.

(e) The contractor's proposal will be evaluated based on how well it demonstrates proof that the proposed transfer vessel will be available for dedicated service for the entire period of the contract.

(f) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for the vessel's engines and propeller configuration, and applicable instrumentation.

(g) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for transfer vessel's speed capability.

(h) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for transfer vessel operational range.

(i) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for transfer vessel's sound insulation and/or mufflers to maintain a noise level (generated by vessel machinery) which does not exceed the OSHA requirements.

(j) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for the transfer vessel's (tender small boat) capabilities.

(k) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for the transfer vessel's shore power connections. (3 points)

(l) The contractor's proposal will be evaluated based on how well it demonstrates that the proposed transfer vessel meets all the SOW requirements for the transfer vessel's communication equipment configuration. (3 points)

Items a through d are equal and more important than Items e through l. Items e through l are equal in value.

2. VESSEL OPERATIONS

(a) The contractor's proposal will be evaluated based on how well it demonstrates that the Master will implement specific requirements to ensure the safety to personnel, equipment, and vessels.

(b) The contractor's proposal will be evaluated based on how well it describes the transfer vessel's limitations in conducting transfers due to severe weather (WIND AND SEAS)

(c) The contractor's proposal will be evaluated based on how well it describes the procedures for a safe and effective transfer during daylight between the transfer vessel and a submarine.

(d) The contractor's proposal will be evaluated based on how well it describes the procedures for a safe and effective transfer during daylight between the transfer vessel and a large surface vessel.

(e) The contractor's proposal will be evaluated based on how well it describes the procedures for a safe and effective transfer during nighttime between the transfer vessel and a submarine.

(f) The contractor's proposal will be evaluated based on how well it describes the procedures for a safe and effective transfer during nighttime between the transfer vessel and a large surface vessel.

(g) The contractor's proposal will be evaluated based on how well it describes the transfer vessel's operation/manning during Reduced Operational Status (ROS).

Items a through b are equal and more important than Items c through f. Items e through f are equal in value and more important than Item g.

3. PERSONNEL

Key Personnel - This subfactor shall be evaluated based on the demonstrated education and experience levels for each labor category. Offeror's key personnel who do not meet the desired qualifications shall be scored downward as appropriate.

The Master is more important than the First Mate. The First Mate is significantly more important than the Non-Key Personnel Statement.

4. VESSEL MAINTENANCE

(a) The contractor's proposal will be evaluated on the adequacy of the machinery maintenance plan for the proposed transfer vessel, including the periodic list.

(b) The contractor's proposal will be evaluated on his discussion of the repair parts to be maintained on-board the proposed transfer vessel.

(c) The contractor's proposal will be evaluated on the adequacy of the description of the Technical manuals to be maintained on-board.

(d) The contractor's proposal will be evaluated on the adequacy of the planned course of action for inspections of the proposed transfer vessel.

(e) The contractor's proposal will be evaluated on the adequacy of the planned course of action for dry-docking of the proposed transfer vessel.

Items a through c are equal and more important than Items d and e. Items d and e are equal.

5. PAST PERFORMANCE

This subfactor shall be evaluated based on the following items:

- (a) Conformance to specifications,
- (b) Standards of good workmanship,
- (c) History of containing and forecasting costs,
- (d) Adherence to contract schedule,
- (e) History of reasonable and cooperative behavior, and
- (f) Commitment to customer satisfaction.

6. CORPORATE EXPERIENCE

(a) The contractor's proposal will be evaluated based on their experience in conducting at-sea personnel transfers.

(b) The contractor's proposal will be evaluated based on their experience in conducting at-sea equipment transfers.

Items a and b are equal.

7. COST EVALUATION

All Fixed Daily Rates will be evaluated for reasonableness in accordance with FAR 15.404-1. Essentially, a price is

reasonable, if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

Indirect rates applied to the NTE amounts for Support Costs, Secondary Vessel Costs, Alternate Port Locations, and Daily Rate for the Secondary Vessel Costs will also be considered as specified in paragraph (c) (3) above.

Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.