**PERFORMANCE WORK STATEMENT (PWS)  
FOR  
VESSEL CLASSIFICATION AND CERTIFICATION SERVICES**

# INTRODUCTION

The National Oceanic and Atmospheric Administration (NOAA) is an agency of the Department of Commerce (DOC). NOAA is seeking regulatory inspection and compliance certification services to support fleet requirements for NOAA surface vessels operating out of its Marine Operations Centers (MOC) Atlantic, Pacific, and Pacific Islands —located in Norfolk, Virginia, Newport, Oregon, and Honolulu, Hawaii, respectively—as well as other locations to be specified in individual task orders.

## MISSION

NOAA's mission is Science, Service, and Stewardship: to understand and predict changes in climate, weather, oceans, and coasts; to share that knowledge and information with others; and to conserve and manage coastal and marine ecosystems and resources. Key to this mission is the collection of oceanographic, atmospheric, hydrographic and fisheries data by a fleet of ships and aircraft. NOAA's Office of Marine and Aviation Operations (OMAO) manages and operates this fleet in support of a wide variety of scientific missions. Within OMAO, the two MOCs support NOAA ships and associated small boats located primarily in the Pacific and Atlantic Oceans.

## BACKGROUND

OMAO operates a fleet of research vessels that it has committed to maintain as classed by the American Bureau of Shipping (ABS). The term ‘class’ is a status of ships and offshore structures that have met an independent classification society’s standards for design and construction, and continue to meet its standards for maintenance and operation. In its management of these assets, OMAO has been directed by DOC to operate, maintain, and repair NOAA ships using the practices and standards of the commercial merchant marine industry including those of ABS and the US Coast Guard (USCG). To that end, it is OMAO’s intent to:

* Class all NOAA ships in accordance with ABS rules;
* Ensure all NOAA ships are certificated by the USCG where eligible; and
* Voluntarily comply with Safety of Life at Sea (SOLAS), International Oil Pollution Prevention (IOPP), International Convention for the Prevention of Pollution from Ships (MARPOL), and other safety and environmental conventions and codes.

## SCOPE

This Performance Work Statement (PWS) identifies the marine inspection, surveying, classification and related support services required for NOAA vessels. It also outlines NOAA’s requirements for technical support services that will help equip its naval architects, engineers, and crews with the resources needed to ensure compliance with applicable regulations and class maintenance requirements. Since DOC is required under 46 U.S.C. 3316 to recognize ABS as its agent in classifying NOAA ships and in matters related to classification, the use of the term “Contractor” hereinafter refers exclusively to ABS. These services shall include the establishment and interpretation of requirements; inspection of ships and ship equipment; testing and examination; and the issuance of load line certificates, tonnage certificates, class certificates, and other documents as necessary. These services will also include the review and approval of plans required for Certificate of Inspection (COI) issuance. The full range of services provided by the Contractor under this PWS will help to ensure the safe operation of the NOAA fleet and keep it in compliance with applicable ABS Rules, USCG standards, and relevant statutes and regulations. These requirements, including any that are contained in addenda to this PWS, apply to the base contract and to all task orders issued under it. Individual task orders will contain additional details as are necessary to define the specific requirements for ABS services being ordered at that time.

## CLARIFICATION OF USAGE

Wherever the abbreviation “CO” appears in this Performance Work Statement and/or in the contract of which it is a part, it is understood to mean “Contracting Officer” and not “Commanding Officer.”

# GENERAL REQUIREMENTS

This section describes the general requirements for this effort.

## NON-PERSONAL SERVICES

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the CO immediately.

## BUSINESS RELATIONS

The Contractor shall integrate and coordinate all activity needed to successfully execute the requirement(s) specified in individual task orders. The Contractor shall manage the timeliness, completeness, and quality of problem identification, and shall seek to ensure customer satisfaction and the professional and ethical behavior of all Contractor personnel.

## PLACE OF PERFORMANCE

The places of performance are the vessels’ home ports, shipyards, various ports of call, and marine support facilities across the United States, as well as certain ABS facilities. Specific places of performance shall be identified in conjunction with the issuance of individual task orders.

## TRAVEL / TEMPORARY DUTY

Travel to other government facilities or other Contractor facilities may be required and will be specified in individual task orders. All travel requirements shall be coordinated in advance through the Contracting Officer’s Representative (COR) and approved by the CO (subject to local policy and procedures). Any travel conducted prior to the receipt of proper written authorization from the CO will be done at the Contractor’s own risk and expense. All submitted travel expenditures will be processed on a strictly cost reimbursable basis, after having been reviewed and approved by the COR in consultation with the CO. Costs for travel shall be billed in accordance with Public Law 99-234, Federal Acquisition Regulation (FAR) 31.205-46, Travel Costs, and the Federal Travel Regulation (subject to local policy and procedures). Payment of per diem and reimbursement of mileage will be in accordance with rates found on the General Services Administration (GSA) website. For more information, visit http://www.gsa.gov. Refer to PWS Appendix 2 for additional requirements related to the submission of travel requests and travel cost reimbursement requests.

## SECURITY

Contractor personnel working in any DOC facility for more than 180 calendar days must complete a Personal Identity Verification (PIV) Request Form, Security Coversheet, a fingerprint card, and a position sensitivity checklist. This information will be provided by the Government’s COR in accordance with Homeland Security Policy Directive-12 (HSPD-12). The Contractor shall adhere to all security requirements established at the facilities where services are to be performed, as identified in individual task orders. The Contractor shall have completed the suitability and security processing prior to entering the Government’s facility. The Contractor is hereby advised that some NOAA ship overhauls may take place at facilities where a visitor security clearance may be required. Therefore, the Government reserves the right to request any appropriate information concerning Contractor personnel, as necessary, to provide security check and/or clearances to enter such facilities. The Contractor shall maintain, for all NOAA data it obtains and/or stores, a security level equivalent to the level customarily applied to U.S. commercial proprietary data.

## DOCUMENTATION

The Contractor’s documentation shall be made available through its "My Eagle" electronic document control system.

## CONTRACT/VESSEL CLAUSES AND STATUTES

The Contractor shall certify compliance with all clauses and statutes applicable to NOAA ships and ship equipment.

## TASK ORDER PERIOD OF PERFORMANCE

Specific periods of performance will be stated in individual task orders. However, no task order period of performance will extend beyond six (6) months after the contract expiration date.

## INSURANCE

In addition to meeting the requirements of CAR 1352.228–70 (*Insurance Coverage*) and CAR 1352.228-72 (*Deductibles Under Required Insurance Coverage – Fixed Price*), the Contractor shall carry insurance as required by the Jones Act under 46 USC § 30104 - Personal injury to or death of seamen. Additionally, the Government does not provide insurance to the Contractor and, under most circumstances, cannot be held liable for injuries suffered by the Contractor during the performance of contracted services.

## OTHER DIRECT COSTS REIMBURSEMENT

Refer to PWS Appendix 3 for additional requirements related to the submission of requests to incur and seek reimbursement for other direct costs.

# PERFORMANCE REQUIREMENTS

The Contractor shall provide all vessel classification and certification services as described below, and in accordance with the requirements of individual task orders. The Performance Requirements Summary, which may be found at PWS Appendix 1, outlines the applicable performance elements and objectives that will be specified in individual task orders.

## GENERAL

The Contractor shall provide all necessary services and supplies to survey ships and conduct plan reviews to either 1) maintain U.S. Government-owned vessels in class that are owned by NOAA; or 2) place ships in class with ABS. Only those services and supplies that are required to be performed or provided by the Contractor to maintain or place a vessel in ABS class, or those directly related to securing required USCG certifications for NOAA ships, may be ordered to fulfill the requirements of this PWS.

### CLASSIFICATION SURVEY REQUIREMENTS

The Contractor shall conduct periodic classification surveys; conduct damage and repair surveys; conduct modification and alteration surveys; conduct deactivation (lay-up) and reactivation surveys; and attend sea-trials and dock-trials as specified in individual task orders. The Contractor shall make recommendations as required resultant from the surveys conducted.

### VERIFICATION SURVEY REQUIREMENTS

The Contractor shall conduct verification surveys of materials intended for shipboard structural or machinery use; attend testing of such materials, issue verification reports, and stamp materials accordingly (including inspection at the source, if required by ABS). The Contractor shall make recommendations as required resultant from the surveys conducted.

### STRUCTURAL, MACHINERY AND VITAL SYSTEM SURVEY REQUIREMENTS

The Contractor shall conduct plan reviews and analyses of hull structure, all machinery and vital equipment intended for shipboard use, as necessary, to verify compliance with ABS classification requirements (as required by ABS Rules); inspect installation and testing of subject equipment (inspect at the source if required by ABS); and perform Finite Element Analysis. The Contractor shall make recommendations as required resultant from the surveys or plan reviews/ analyses conducted.

### STATUTORY CERTIFICATION SURVEY REQUIREMENTS

The Contractor shall conduct statutory certification surveys, including review, inspection and issuance of certificates, not limited to the following: U.S. Coast Guard requirements as reflected in the Code of Federal Regulations; International Maritime Organization (IMO); SOLAS; IOPP; MARPOL; Collision Regulations (COLREG); International Safety Management (ISM) Code; and load line. The Contractor shall make recommendations as required resultant from the surveys conducted.

### TECHNICAL SUPPORT REQUIREMENTS

The Contractor shall provide technical support services and information related to classification issues and statutory certification issues, as required in individual task orders. Technical support services shall include: liaison between parties to facilitate clarification and discussion, attend and participate in specific meetings at Government and Contractor sites, and prepare and present information as specified in individual task orders. The Contractor shall submit reports and recommendations as required resultant from the efforts listed in the preceding sentence.

### DATABASE ACCESS, MAINTENANCE, AND NOTIFICATION REQUIREMENTS

The Contractor shall maintain a database (“ABS Eagle Survey Manager”) with classification information for NOAA ships. The Contractor shall provide select NOAA personnel, whose names will be provided in a separate letter at time of award, 24/7 access to ABS’s “My Eagle” portal via usernames and passwords. ABS Eagle Survey Manager will be updated on at least a monthly basis to provide the latest ABS survey status of each vessel. The Contractor shall notify the COR via written notice (email is preferred) of upcoming ABS survey requirements and overdue surveys. Notification of upcoming or overdue certification requirements should be provided to the COR at the earliest possible opportunity.

## IDENTIFICATION CARDS

All Contractor personnel assigned to work on vessels owned, operated, or chartered by NOAA shall procure and be in possession of valid ABS or U.S. Coast Guard identification card, or other identification as required by the facility where the ship is located. Security requirements for each task order will be made available to ABS when the Government’s request is submitted.

# SAFETY

The Contractor shall be responsible for adherence to all federal, state, local, and site-specific safety regulations, including compliance with all Occupational Safety and Health Administration (OSHA) requirements. Additionally, the Contractor shall ensure that its employees know how to report any accident, fire, toxic chemical, hazardous material, electrical, security, flooding, or other emergency to the COR and the vessel’s designated Safety Officer (for incidents occurring aboard NOAA ships).

## SITUATIONAL AWARENESS AND RESPONSE

Contractor employees assigned to perform vessel classification and certification services under this contract shall make themselves familiar with vessel-specific safety information including alarm/alert procedures, the location and proper use of personal safety equipment (e.g., first aid kits, life vests, survival suits, OSHA-approved personal protective equipment, etc.), egress procedures, rallying points, and so on. Contractor employees shall participate in unannounced safety drills conducted by the Vessel Captain and shall follow the crew’s instructions during all safety drills and actual emergencies.

## ACCIDENTS AND NEAR MISSES

The Contractor shall report to the COR and the vessel’s designated Safety Officer any incidents of exposure or possible exposure to any hazardous substance and all accidents resulting in trauma, bodily injury, occupational disease, death, or environmental/equipment damage within one hour of occurrence. Near Misses are defined as incidents that did not result in injury but had the potential to result in injury if a person had been directly involved.

## FORMAL DAMAGE REPORTS

The Contractor shall submit to the COR a full report of damage by Contractor employees to Government property, equipment, or the on-site environment. Damage by other than Contractor employees shall also be reported to the COR. All damage reports shall be submitted to the COR and the vessel’s designated Safety Officer within 24 hours of the occurrence.

# GOVERNMENT FURNISHED MATERIALS

Apart from applicable ship technical data (plans, reports, documents, studies, analyses etc.), no physical property is anticipated to be transferred from the Government to the Contractor. However, this will be determined on a case by case basis in conjunction with the issuance of individual task orders. NOAA will supply the Contractor with copies of any necessary physical or electronic documents regarding its ships and equipment, and NOAA will make electronic and hard copies available at job sites as far as practicable. The mailing address for NOAA’s engineering headquarters is Marine Operations-Engineering, 2002 SE Marine Science Drive, Newport, OR 97365-5275; the mailing address for ABS is 16855 Northchase Drive, Houston, TX 77060-6006.

# FEE SCHEDULE REVISIONS

The Contractor may submit updated Fee Schedules developed and released by ABS’s Board of Directors for review and approval by the CO. Updated Fee Schedules will be effective for pricing of task orders only after their incorporation into the contract by modification. Fee Schedule price increases may not occur more frequently than annually.

# SCHEDULE DEFINITION

A working day is defined as 0800-1700 local time any day the U.S. Government is open for business. By definition, this excludes federal holidays.

# EMERGENCY CONSIDERATIONS

In the event of an emergency – which, for the purposes of this PWS, is defined as “a situation that affects the health and safety of the crew or the seaworthiness of the vessel” – the COR will coordinate directly with the CO to obtain the necessary authorizations for Contractor services.

# LIST OF APPENDICES TO THE PERFORMANCE WORK STATEMENT

1. PWS Appendix 1: Performance Requirements Summary (PRS)
2. PWS Appendix 2: Reimbursable Travel
3. PWS Appendix 3: Reimbursable Other Direct Costs (ODCs)
4. PWS Appendix 4: Template for Contractor Quotes

**PWS APPENDIX 1  
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

The Contractor shall perform all tasks in the Performance Work Statement to achieve the timeliness and accuracy standards set forth in this Performance Requirements Summary:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Task or Deliverable** | **Metric Type** | **Performance Standard\*** | **Performance Indicator** | **Surveillance Method** | **Incentive (Negative)** |
| Timeliness of Deliverables Required by the Contract | Efficiency | Deliverables shall be submitted in accordance with the delivery requirements set forth in the PWS | 100% of the deliverables are submitted on time. | COR Tracking / Validated Customer Complaints\* | $250.00 for every five working days late, up to a maximum of $2,000.00. Notwithstanding the foregoing, the Government may terminate the Contract for cause if deliverables are not provided by the due date. |
| Accuracy of Deliverables Required by the Contract | Quality | Reports and other deliverables are correct when submitted. | No more than four (4) technical errors/ omissions per deliverable | COR Review for completion and accuracy | Deliverables received that have more than four (4) technical errors or omissions will result in rejection of the deliverable as incomplete and returned to the Contractor. NOAA shall not inspect the entire deliverable; rather, NOAA shall identify the first four errors (if present) and return the deliverable to the Contractor. Each time the deliverable is returned, $200.00 for each instance in which a deliverable is determined to be incomplete, up to a maximum of $2,000.00, provided the noted deficiencies are not corrected within seven working days of notification of the defects by the Government. Notwithstanding the foregoing, the Government may terminate the Contract for cause if deliverables are not provided by the due date. |

\*Per Item 5 in Attachment I, Quality Assurance Surveillance Plan (QASP), a validated customer complaint is one that sets forth in writing the detailed nature of the complaint and which must be certified by the COR.

**PWS APPENDIX 2  
REIMBURSABLE TRAVEL**

1. Contractor Request and Approval of Travel. Any travel under this contract must be specifically requested in writing by the Contractor and approved by the COR, in consultation with the CO, prior to incurring any travel expense. The Contractor shall submit the written request to the COR three (3) working days in advance, when possible. The travel request shall include as a minimum, the following:
2. Contract number
3. Date, time, and place of proposed travel
4. Purpose of travel and how it relates to the contract/task order
5. Contractor’s estimated cost of travel; and
6. Name(s) of individual(s) traveling.
7. The COR shall review and, after consulting with the CO, provide written notice to the Contractor of either approval or disapproval of any submitted travel requests.
8. Travel Reimbursement. The Contractor will be reimbursed for the reasonable actual cost of transportation, lodging, meals and incidental expenses, not to exceed, on a daily basis, the maximum per diem rate in effect at the time of travel as set forth in the Federal Travel Regulation (http://www.gsa.gov/federaltravelregulation). Actual cost does not include handling charges, general and administrative cost, overhead, profit or any other indirect cost.
9. The Contractor shall use the allowable Government personnel rates for transportation and lodging. Reimbursement for airfare shall not exceed the lowest customary standard, coach, or equivalent airfare quoted during normal business hours. The Contractor will not be reimbursed for travel expenses unless audited records for transportation contain evidence, such as original receipts, substantiating actual expenses incurred for travel. In no event will reimbursement exceed the published rates of common carriers.
10. Each task order that requires travel will include a not-to-exceed funding limitation for travel costs. When the Contractor expects total funding expended for reimbursable travel to reach eighty-five percent (85%) of the total funds available on each travel Contract Line Item Number (CLIN), the Contractor shall notify the CO, COR and any other Government official identified by the CO. The notification shall state the estimated amount of additional funds required to continue performance for the period specified in the task order. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on the task order with a reimbursable travel CLIN.
11. The Government is not obligated to reimburse the Contractor for otherwise reimbursable travel in excess of the funded amount stated in the task order with the reimbursable travel CLIN.
12. The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable travel in excess of the funded amount stated in the task order with the reimbursable travel CLIN unless the CO notifies the Contractor in writing that the funded amount stated in the task order under the applicable reimbursable travel CLIN has been increased. In the event notification is made orally, such notification shall be followed up in writing within four calendar days.
13. No notice, communication, or representation from any person other than the CO shall affect the Government’s obligation to reimburse the Contractor.
14. Task order modifications shall not be considered an authorization to exceed the funded amount stated in the task order under the reimbursable travel CLIN unless they contain a statement expressly increasing the funded amount of that reimbursable CLIN by a sufficient amount to cover the modification.

**PWS APPENDIX 3  
REIMBURSABLE OTHER DIRECT COSTS (ODCs)**

1. In the event that additional or specialized equipment, services and/or supplies are required, the Government will reimburse the Contractor only for the actual price paid for such equipment, supplies and services that are expressly identified as other direct costs (ODCs) under the task order issued. Task orders that anticipate the need for ODCs will include an ODC CLIN.
2. “Actual price" paid by the Contractor for such equipment, supplies and services includes taxes paid (if any) and is reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. “Actual price” does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor’s purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted labor rates include all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor’s purchase or provision of such supplies and services.
3. To be eligible to receive reimbursement for equipment, services and supplies identified in a task order as an ODC and obtained in support of this contract, the Contractor must obtain at least three quotes – from small businesses using the appropriate NAICS code(s) – for each transaction in excess of $2,500.00 to ensure that adequate price competition was sought. Otherwise, the Contractor must provide an acceptable justification as to why it was impracticable to do so. The Contractor shall provide this documentation to the CO for approval in accordance with FAR 52.244-2 (Subcontracts), or as directed by the CO, prior to obtaining these services and supplies. The Contractor shall maintain documentation of all reimbursable purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the CO.
4. The CO may reduce the reimbursement by any amount above that which the CO finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the “Disputes” clause of the contract. It shall be the Contractor’s burden to demonstrate that the price it paid for reimbursable supplies and services was fair and reasonable, and the Contractor will not be reimbursed for other direct costs unless audited records for such costs contain evidence, such as original receipts, substantiating actual amounts paid and related expenses incurred.
5. Each task order that requires other direct costs will include a not-to-exceed funding limitation for ODCs. When the Contractor expects total funding expended for ODCs to reach eighty-five percent (85%) of the total funds available on each ODC CLIN, the Contractor shall notify the CO and the COR. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the task order. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each ODC CLIN at the time a reimbursable item is ordered.
6. The Government is not obligated to reimburse the Contractor for ODCs in excess of the funded amount stated in the task order under each ODC CLIN.
7. The Contractor is not obligated to continue performance of any ODC work under this Contract or otherwise incur costs for ODCs in excess of the funded amount stated in the task order under each ODC CLIN unless the CO notifies the contractor that the funded amount stated in the task order under the applicable ODC CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days.
8. No notice, communication, or representation from any person other than the CO shall affect the Government’s obligation to reimburse the Contractor.
9. Task order modifications shall not be considered an authorization to exceed the funded amount stated in the Schedule under the ODC CLIN unless they contain a statement expressly increasing the funded amount of the ODC CLIN by a sufficient amount to cover the modification.