



**Continental Maritime  
of San Diego**

**CONTINENTAL MARITIME OF SAN DIEGO, LLC**

**USS HALSEY DDG-97 DO 0072  
FY22 SRA REPAIR PROGRAM**

**N00024-16-D-4417**

**MANDATORY FLOW DOWN /  
TERMS & CONDITIONS**

## PRIME CONTRACT CLAUSES – N00024-16-D-4417

The following clauses, as modified by Buyer, are flowed down from Buyer to Seller and are applicable to any PO referencing these Special Terms and Conditions and any subcontract relating to Buyer's Prime Contract N00024-16-D-4417 with the Government.

### DEFINITIONS

**Section A – Solicitation/Contract Form** – This Contract is rated with a DPAS DO-A3 rating.

### Section B – Supplies or Services and Prices

See applicable Terms and Conditions included in contract N00024-16-D-4417, respectively, and fill-in clauses.

### Section C – Descriptions and Specifications

#### SCOPE OF WORK

##### 1. GENERAL REQUIREMENTS

- 1.1 The Contractor, under the direction of SWRMC and as an independent Contractor (and not as an agent of the Government), shall furnish the material, support (electrical, crane, rigging, etc.), facilities (except those furnished by the Government under express provisions of this contract) and provide the management, technical, procurement, production, testing and quality assurance necessary to prepare and accomplish the repairs and alterations required to complete the following availabilities:

FY22 SRA onboard USS HALSEY (DDG-97)

This work will be performed in accordance with the requirements stated in this Section, the Work Item Specifications and Work Item Plans, Drawings, and Other References, the Delivery Schedule, and all other terms and conditions set forth in this contract. The Contractor shall lead or participate in periodic meetings, as required, to facilitate status reporting related to USS HALSEY (DDG 97) FY22 SRA. Forums will be conducted at a time mutually agreed to by primary participants. These meetings include, but are not limited to, the following:

- 1.1.1 Arrival Conference at A-6
- 1.1.2 Schedule Model Review in which the A-30 Integrated Schedule is presented and reviewed for full integration of other Government work. The Integrated Production Schedule (IPS) shall be developed and maintained and shall include all project work including but not limited to: Lead Maintenance Activity or Prime Contractor (LMA), Sub-Contractor, Alteration Installation Team (AIT), Ship's Force and Intermediate or I-Level work. Project Maintenance Team forums designed to enhance work package integration and certification for Government Designated Planning Activity, NSA, Third Party/AITs, Ship's Force, and Prime Contractor
- 1.1.3 Project Management Reviews such as the 25%, 50%, 75%, and other meetings required to manage the overall availability to completion
- 1.1.4 Daily Production Meetings
- 1.1.5 Weekly Progress Meeting
- 1.1.6 Weekly Commanding Officer Briefs
- 1.1.7 Integrated Project Team Development (IPTD) Meeting
- 1.2 Category I NAVSEA Standard Items FY22 identified under Attachment J-2A are applicable to all items, except NAVSEA Standard Items 009-07, 009-08, 009-60 and 009-74, without further reference. FY22 CH-1 applies to NAVSEA Standard Items 009-07, 009-08, 009-60, and 009-74 without further reference. Category II NAVSEA Standard Items FY22 are applicable for all items, except NAVSEA Standard Item 009-32, when invoked and/or referenced in individual work items specified in Attachment J-2A. FY22 CH-1 applies to NAVSEA Standard Item 009-32 without further reference. NAVSEA Standard items may be found at:  
<http://www.navsea.navy.mil/Home/RMC/CNRM/OurPrograms/SSRAC/NSI.aspx>
- 1.3 The Contractor shall accomplish planning and scheduling to ensure a rational, integrated and timely plan for receipt, storage and installation of Government Furnished Material as identified in work item specifications, and for accomplishment of production work.
- 1.4 The Contractor shall provide an integrated milestone plan for the availability in accordance with the dates

outlined below in paragraph 3.1. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alterations required to complete the USS HALSEY (DDG-97) FY22 SRAs within the availability dates herein.

1.5 CONTRACT DATA REQUIREMENTS LIST (CDRLs) FOR ITEM 0015: The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A, B and C attached to the basic contract, and Contract Data Requirements A016R and A017 attached to this delivery order.

1.6 INTEGRATED PRODUCTION SCHEDULE DEVELOPMENT, UPDATE, AND REVIEWS: In support of NSI requirements and to confirm the Contractor has all available input for development of the Integrated Production Schedule, including the development of the Integrated Work Package, Production Schedule, Integration of O, I and D level Work, Integration of AIT and SHIPALT requirements and any other Contractor assigned or Third Party work scheduled for accomplishment concurrent with the Chief of Naval Operations (CNO) availability, the Contractor shall, with SWRMC, conduct the Work Package Execution Review (WPER). The WPER will take place at the RMC located at the vessel's homeport. The RMC will schedule the WPER per the Joint Fleet Maintenance Manual (JFMM) Milestones either as a separate event or concurrent with an Integrated Project Team Development (IPTD) event no later than A-30 for CNO availabilities. This review shall be accomplished following the JFMM, Volume II, Integrated Fleet Maintenance requirements including the Critical Time Period, First 100 Hour Plan. Final 100 Hour plan and identify any schedule or scope impact. See Appendix E of the JFMM II-I-2E-1. The JFMM can be found at

<https://www.submepp.csd.disa.mil/JFMM/index.htm>.

The Contractor shall formally present its Integrated Production Schedule to the NSA at the WPER, Availability Start, 25% complete conference, 50% complete conference, 75% complete conference, production completion meetings, and for pre-Sea Trials requirements. The Integrated Production Schedule shall include Alteration Installation Teams (AIT), Government-Contracted Third Party Maintenance Providers, Ship's Force, Commercial Industrial Services (CIS), and Fleet Maintenance Activity (FMA) work to the maximum extent this information is available. At each meeting, the Contractor shall present and explain, at minimum, the following information:

1.6.1 The Contractor's latest, Government approved, Integrated Production Schedule created in full compliance with FY22 CH-1 NSI 009-60.

1.6.2 The Contractor's current progress in preparing for and/or executing the Availability in accordance with its Integrated Production Schedule. The Contractor shall provide an explanation and mitigation plan for any preparation or execution delays in comparison to its Integrated Production Schedule.

1.6.2.1 The Contractor's plan shall describe opportunities for schedule acceleration (at no cost to the Government unless directly related to a Government caused delay) and potential risks and mitigations to schedule attainment.

1.6.3 In accordance with FY22 CH-1 NSI 009-60 paragraph 3.1.5, the Government hereby specifies that the contractor may complete the Availability utilizing other than a 5-day work week.

1.7 INTEGRATED PRODUCTION SCHEDULE REVIEW MEETINGS: In accordance with FY22 CH-1 NSI 009-60, the Contractor shall provide cognizant shipyard management representation to participate in the weekly progress meeting at the time and location agreed to by the SUPERVISOR. The representative(s) must be authorized to make management decisions relative to the routine requirements of the Job Order that, in good faith, commit the Contractor. AIT Managers and/or On-Site Installation Coordinators (OSIC) shall participate and represent respective alteration teams in scheduled weekly progress meetings.

1.7.1 The Contractor shall develop a report listing for each work item of the Job Order, the work item number, work item total, scheduled start date scheduled completion date, actual start date, and the percentage complete. The report shall address changes to the Key Events and Milestones list and major work item problems, to include negative float, and proposed corrective action. The report shall reflect the addition, deletion, or modification of Work Items. Completed Work Items need not be addressed.

1.7.2 The Contractor shall participate in review conferences at the 25%, 50% and 75% points in the availability. Data from the most recent submission in accordance with paragraph 3.5.1 of NSI 009-60 will be used at the review conferences. Review conferences will be held within two (2)

days of the Weekly Progress Meeting or, subject to SUPERVISOR approval, may be held simultaneously with the Weekly Progress Meeting. The conferences will be scheduled at a time and place mutually agreeable to all parties.

- 1.7.3 The Contractor shall:
  - 1.7.3.1 Be prepared to discuss planned production manning versus actual production manning by total, trades and subcontractors;
  - 1.7.3.2 Identify known factors that may affect Key Events, Milestones and the Production Complete Date (PCD). Provide recommended courses of action to resolve problem areas.
  - 1.7.3.3 Provide the SUPERVISOR with the status of open and inspect reports and be prepared to discuss possible impact of growth work in these items at the 25 percent review conference;
  - 1.7.3.4 Provide the SUPERVISOR with the following information for the 50 percent review conference:
    - 1.7.3.4.1 A machinery reinstallation plan showing projected dates for installing the equipment on the foundation, hook-up of the equipment, and operational test of the equipment;
    - 1.7.3.4.2 A valve status list showing projected completion and reinstallation dates;
    - 1.7.3.4.3 A list of items required for the next Key Event and PCD that are not complete. Annotate those items on the list that may be in jeopardy of completing by the next Key Event and PCD.
- 1.7.4 The Contractor shall provide the SUPERVISOR with one legible copy, in approved transferable media of a test schedule for all planned underway equipment and system testing to the SUPERVISOR to support the 75% review conference. Additionally, the Contractor shall submit the reports as listed in FY22 NSI 009-60 Table 2 and Table 3.
- 1.7.5 The Contractor shall provide cognizant shipyard management representative(s) to participate in the weekly tank status meetings with the SUPERVISOR at a mutually agreeable time and location. The representative must be authorized to make management decisions regarding Tank Void & Open and related work items under the Job Order that, in good faith, commit the Contractor. Develop a report and present to the SUPERVISOR and designated meeting attendees listing the status each tank or void, to include scheduled open date, scheduled close date, actual open date, actual close date and all associated Government check point completions associated with Tank Void & Open work items. Meeting will start during the second week of the availability and continue until all tanks have completed final closeout inspection or directed by the SUPERVISOR.
- 1.8 Wherever the term "Job Order" is used in this solicitation/award, it also means "Contract," except for the purposes of DFARS clause 252.217-7007 "Payments," paragraph C, where "Job Order" means "Work Item." In relation to DFARS clause 252.217-7007 "Payments," paragraph E, the Contracting Officer shall authorize the release of performance reserves associated with an individual work item upon the completion, final inspection and acceptance of all work scope associated with that work item.
- 1.9 The Contractor shall report and recommend corrective action during contract performance for those deficiencies discovered which are not covered by the work specifications. As found conditions, needed repairs and corrective action reports will be submitted to the Government in the form of a Condition Found Report (CFR). The Contractor's conditions found reporting shall be in accordance with NSI 009-01.
- 1.10 The Navy may send a site inspection team to perform an inspection of the Contractor's facility prior to arrival of the vessel.
- 1.11 GOVERNMENT FURNISHED MATERIAL (GFM): Government property permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and delivered as directed by the Property Administrator.
  - 1.11.1 GFM cited in the solicitation will be shipped to the contractor's facility for NAVSEA items only. The contractor is to coordinate delivery of NAVSEA GFM with the SUPERVISOR. The contractor is to coordinate a pickup schedule of TYCOM GFM from the Naval Base and within a five mile radius with the SUPERVISOR. Transportations costs shall be included in the proposed price. Change order will only be issued if there is a Government caused change to the

pickup date. Government property permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and be delivered as directed by the Property Administrator.

1.12 The Contractor shall lead or participate in periodic meetings, as required, to facilitate status reporting related to the USS HALSEY (DDG-97) FY22 SRA. Forums will be conducted at a time mutually agreed to by primary participants. These meetings include, but are not limited to, the following:

1.12.1 Schedule Model Review in which the A-30 days Integrated Schedule is presented and reviewed for full integration of other government work. The Integrated Production Schedule (IPS) shall be developed and maintained and shall include all work project work including but not limited to: Lead Maintenance Activity or Prime Contractor (LMA), Sub-Contractor, Alteration Installation Team (AIT), Ship's Force and Intermediate or I-Level work. Attachment J-8 provides the meeting requirements and deliverables. Project Maintenance Team forums designed to enhance work package integration and certification for Government Designated Planning Activity, NSA, Third Party/AITs, Ship's Force, and Prime Contractor.

1.13 QUALITY ASSURANCE

1.13.1 QUALITY ASSURANCE PROGRAM: The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in NSI 009-04. In addition to its rights under clause 252.217- 7005 "Inspection and Manner of Doing Work," the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material.

1.13.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): The Contractor shall meet the performance/acceptable quality level requirements for each deliverable/assessment area in the QASP, Attachment J-4. There will be monetary deductions based on unfavorable contractor performance as stated in the QASP. The sum of deductions assessed against the Contractor for failing to meet the performance/acceptable quality level requirements, across all contractor performance elements stated in the QASP, shall not exceed monetary deduction amounts as set forth in QASP Enclosure (1).

1.14 IDENTIFICATION OF CONDITION FOUND: In accordance with the requirements of NSI 009-01, the contractor shall identify needed repairs and recommend corrective action during contract performance for work/deficiencies discovered which are not covered by the existing work package. For conditions to impact the critical path(s) /controlling item(s), the contractor shall notify the Government via electronic media within 24-hours of discovery. This initial notification need not include all content required for a Condition Found Report (CFR), but must include a description of the condition/deficiency and an estimated timeframe for the contractor's professional recommendation for resolution, which shall not exceed three (3) working days as specified below. The Contractor shall submit recommended repairs and corrective actions to the Government in the form of a CFR (intended to represent the "Work Request" as described in DFARS 252.217-7028 "Over and Above Work").

1.14.1 CONDITION FOUND NOTIFICATION TO GOVERNMENT: The Contractor shall submit CFRs through the Navy Maintenance Database Re-platform (NMDR) within three (3) working days of discovery of the condition. At a minimum, the CFR will include the following:

- (1) Identification of the contract, ship, and hull number
- (2) Serialization by CFR number
- (3) Identification of the applicable work item number
- (4) Date condition was discovered
- (5) Description of the work requirement
- (6) Specification of the work requirement location
- (7) Recommendation for corrective action
- (8) Recommendation for the appropriate/best time to accomplish the work (i.e. during current

availability with or without schedule change, future CNO or Continuous Maintenance Availability). Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.

- (9) Identification of related changes, if any, to the internal milestones and production and contract completion dates.

1.14.2 GOVERNMENT REVIEW AND RESPONSE TO CFR: The Maintenance Team will review the CFR. If the CFR is inadequate or incomplete, the Government will reject it with time continuing to accrue (relative to three (3) working days requirement outlined in paragraph 1.14.1 above). As appropriate, the Government and contractor will need to meet, conduct ship checks and/or discuss the recommendation for corrective action further to determine the full scope of work required prior to final approval of the CFR. The contractor's accuracy reflected in the CFRs submitted may be evaluated in CPARS and utilized for past performance ratings on future requirements. Additionally, the Government may assess deductions in accordance with Attachment J-4, QASP.

- 1.15 DATA REQUIRED FOR GROWTH MANAGEMENT REQUESTS (GMRs) AND REQUESTS FOR CONTRACT CHANGES (RCCs): In the event a growth requirement is validated and fully scoped, the Government may generate a GMR or RCC and request a FFP COPA proposal from the contractor.

The contractor shall provide all Change Order Price Analysis (COPA) proposals to the ACO in response to RCCs within five (5) business days, unless otherwise specified on an individual RCC or GMR by the ACO. The Government reserves the right to request a reduced turnaround time for emergent work. If circumstances arise where the Contractor is unable to submit a COPA proposal within the number of days specified, the Contractor shall notify the Government in writing of the specific circumstances and provide a date in which a COPA proposal will be submitted. Additional time needed to complete a COPA proposal may be granted solely at the discretion of the ACO. Notification of late COPA proposal submission(s) does not exempt the contractor from meeting its requirement, but will be considered by the Government when conducting a CPARS evaluation and utilized for past performance ratings on future contracts/delivery orders. Late submission of COPA proposals may result in the assessment of deductions in accordance with Attachment J-4, QASP.

A contractor's COPA proposal shall remain valid for a minimum of five (5) business days, unless otherwise specified on an individual RCC by the ACO. If the contractor intends to request settlement of a COPA prior to five (5) business days, the contractor shall notify the ACO, in writing, prior to submitting the COPA proposal stating the reason the COPA proposal must be settled in less than five (5) days and propose a revised timeline. The request will be accepted or rejected at the discretion of the ACO. The contractor shall list as part of the COPA proposal any specific terms and conditions related to completion of the new or growth work to include impact to milestones, sequencing of adjacent work items, and revised completion date(s) for impacted work item(s). Any proposed change to a schedule milestone shall include a proposed revised date. If such items are not included as part of the COPA proposal (where applicable), the COPA proposal will not be considered timely received.

The pricing of the COPA addressing a change to the FFP contract shall include at a minimum:

Labor hours to be performed by the Prime Contractor

Material Quote (if applicable) \$

Subcontractor Quote (if applicable) \$

Mark-up (if applicable) \$

Note 1 – Labor Hours: Proposed labor hours to be performed by the Prime Contractor shall be broken down by the paragraph in the RCC, trade, and labor hour mix.

Note 2 – Material: Material pricing shall include a list detailing the source, part number, description, unit cost, quantities, and total cost for each line item. A vendor quote shall be submitted for each line item with a unit cost greater than \$1,000.

Note 3 – Subcontractor Quote: Each subcontractor quote shall detail labor hours, labor rate, material, and include tiered subcontractor quotes (if applicable). Proposed subcontractor labor hours shall be broken down by paragraph and task. Subcontractor material pricing shall include a list detailing the source, part number, description, unit cost, quantities, and total cost for each line item. A vendor quote shall be submitted for each line item with a unit cost greater than

\$1,000. The contractor shall submit documentation establishing the price reasonableness of each subcontractor quote as required by FAR 15.404-3(b).

Note 4 – Supporting Documentation: The requirements for complete submission of a COPA proposal stated above represent the minimum and does not limit the Government from requesting additional information. In the event the ACO is unable to make a fair and reasonable determination based on the original COPA submission, the contractor shall comply with FAR 15.402(a)(2)(ii)(B). Cost data to the extent necessary for the contracting officer to determine a fair and reasonable price.

Note 5 – Late Submissions: The required documentation stated above must accompany the COPA for the COPA to be considered adequate, complete and submitted. The number of days the contractor's COPA remains valid does not begin until the COPA is considered submitted by the ACO. See Attachment J-4, QASP, for deductions associated with late or invalid COPA submittals.

- 1.16 DESCOPING OF REQUIREMENTS: The Government reserves the right to descope work under this contract, in accordance with the Changes clause, at any time and for any reason. Descopes are incorporated into the contract via deletion RCCs and can be a deletion of a paragraph(s) of a work item or a work item in its entirety. The Government will rely on the labor rates and prices entered in Attachment J-3 Pricing Workbook for negotiating and settling RCCs.
- 1.16.1 Pricing of Deletion RCCs: The Contractor agrees to price deletion RCCs at the same labor rate as proposed in the Attachment J-3 Pricing Workbook as follows:
    - 1.16.1.1 Partial or full work item deletion RCCs from the basic work package will be deleted at the labor rate as entered in the work item index tab.
    - 1.16.1.2 Partial or full work item deletion RCCs from settled growth work or new work will be deleted at the labor rate and the materials burden rate as entered in the Labor & Material Burden Rate tab.
  - 1.16.2 Settled Deleted Price:
    - 1.16.2.1 Full Work Item Deletion: For the purposes of pricing a RCC that deletes a work item in its entirety, the Government considers each individual work item to be separately priced. The starting point for negotiations will be the Contractor's work item price entered in Column M of the Work Item Index tab. For the retention of costs incurred, the burden is on the Contractor to demonstrate production costs incurred for prime and subcontract hours as well as material costs incurred including but not limited to paid invoices annotating materials ordered that will be turned over to the Government, or otherwise demonstrating the applicable cost that applies in the event of cancellation or restocking fees.
    - 1.16.2.2 Partial Deletion: The Contractor agrees to propose RCCs that delete a portion of a work item at the hours, material and subcontractor cost it would have required to accomplish the work. For example, if an RCC is issued to delete the requirements of NSI 009-09 to proceed and accomplish a Process Control Procedure (PCP), the Contractor's proposed credit to the Government shall include the labor hours, material, and subcontractor cost that would have been required to accomplish the PCP. The proposed credit shall include only the paragraphs affected by the partial deletion. At no time may the Contractor amend its pricing on the remaining paragraphs not being deleted from the work item.
    - 1.16.2.3 Deletions of Unused Growth Reservation Embedded in Work Items: Any deletion of growth reservations embedded into work items shall be deleted at the work item level at the labor rate as entered in the work item index table of Attachment J-3.
- 1.17 RECEIPT OF REPORTS/DOCUMENTATION: All documentation/reports received after 2:00 p.m., (local time) will count as received the following business day for the Government and Contractor.
- 1.18 NAVY MAINTENANCE DATABASE (NMD): The Contractor shall use NMD for the submission of CFRs throughout the administration of this contract. In addition to the submission of reports, the contractor shall also utilize NMD to enter in data fields for check points (scheduling, inspection data, inspection results), entering test and inspection plan (TIP) data, entering and adjudicating Corrective Action Requests (CAR) information, CFRs and Required Report submittal and management inside the program. NMD is located at <https://mfom.sscno.nmci.navy.mil/MFOM/DodStatement.aspx>.

1.19 ORGANIZATION CHART AND EMPLOYEE ROSTER:

1.19.1 ORGANIZATION CHART: Within 30 days of contract award, submit a chart detailing each management, technical, engineering and production position from the highest company level to the lowest supervisory level. Include descriptions of each position describing the duties, responsibilities, authority and names of the individuals filling the positions. The organizational chart must represent the facility that will perform the work.

1.19.2 EMPLOYEE ROSTER: After receipt of award and prior to starting work aboard the vessel, the contractor must submit a list of employees who will work aboard ship to the Commanding Officer of the ship via the NSA Security Office. The list should be on company letterhead, include each employee's name and security clearance when required, and bear the signature of a company official authorized to sign on behalf of the contractor.

1.20 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER: 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. 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. 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.

2. LOCATION: Government facilities are not available for this requirement. During the first 14 days of the availabilities, Ship's Force and Contractor will prepare pierside at NBSD prior to ship's movement to Contractor's facilities. All work then shall be completed at the Contractor's facilities.

3. SCHEDULE:

3.1 The USS HALSEY (DDG-97) must be delivered, mission-ready, no later than the "Availability Complete" date as outlined in Attachment J-5A.

3.2 MILESTONES: The Government has established execution dates for the milestones identified in Attachment J-5A.

If any milestone event is not accomplished by the date provided, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1) of the clause of this contract entitled "DEFAULT" (DFARS 252.217-7009).

3.3 DELAYS / DISRUPTIONS: The Contractor shall coordinate the work effort with the NSA Project Manager on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. A minor delay is defined as eight (8) hours or less. These disruptions are considered normal rather than unusual occurrences during the performance of this contract. If, during contract performance, delays greater than those indicated above are encountered, the Contractor shall immediately notify the SUPERVISOR and Contracting Officer, via email, followed by a CFR within 24 hours after occurrence of delay, stating time of impact, reason for delay, duration of impact, number of people affected, action taken to properly schedule the work, action taken to minimize impact, and the names of the Government person(s) contacted.

3.4 SCHEDULE AND ASSOCIATED REPORTS: The scheduling of work, resources, key events and milestones submitted by the Contractor shall be in accordance with NSI 009-60 and associated CDRLs during the course of contract performance and shall not be materially different from the Schedule and Associated reports provided in the Contractor's technical proposal.

3.5 MILESTONES FOR CERTAIN REPORTS: QASP, Attachment J-4: The Contractor shall complete the necessary work associated with the reports due on or before the first 20% of the availability duration and submit to the Government. The Contractor shall submit the required reports in the necessary format and containing the required information as specified in the work item(s) in accordance with their prescribed due dates or be subject to the deductions provided in Attachment J- 4, QASP.



- 3.6 END COST DATA: In accordance with the reporting requirements in CDRL A016R, the contractor shall provide final actual prime and subcontractor Hours, Material Cost and Duration for each Work Item, inclusive of all definitized Request for Contract Changes (RCC) incorporated in the work package:
- 3.6.1 Subcontractor Hours and Material Cost may be estimated based on the actual prime contractor outlay to subcontractors.
  - 3.6.2 The contractor is not required to provide final actual prime or subcontractor labor costs, or final total final actual prime or subcontractor work item costs
- 3.7 MONTHLY MANPOWER REPORT: Monthly manpower management information shall be provided in accordance with the requirements of CDRL A017.

#### 4. SAFETY:

- 4.1 SAFETY INSPECTOR/FIRE MARSHAL: In addition to the safety standards provided in the specifications, the contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the Contractor's approved Safety Plan.
- 4.2 PERSONAL PROTECTIVE EQUIPMENT: Whenever work is performed aboard U.S. Naval Ships or vessels at piers or dry docks of a Naval Shipyard or Naval Station, Contractor employees (including management personnel) shall have and use at all times the following personal protective equipment:
- a. Protective hard hats that meet the following specifications:
    - 1. Protective helmets purchased after July 5, 1994 shall comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection-Protective Headwear for Industrial Workers-Requirements," or shall be demonstrated to be equally effective.
    - 2. Protective helmets purchased before July 5, 1994 shall comply with ANSI Standard "American National Standard Safety requirements for Industrial Head Protection," Z89.1- 1969, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.135 Head Protection]
  - b. Approved type Plano or prescription glasses meeting the following specifications:
    - 1. Protective eye and face devices purchased after July 5, 1994 shall comply with ANSI standard Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection", or shall be demonstrated by the employer to be equally effective.
    - 2. Protective eye and face devices purchased before July 5, 1994 shall comply with ANSI "USA standard for Occupational and Educational Eye and Face Protection", Z87.1-1968, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.133 Protective eye and face devices.]
  - c. Safety toe shoe, with built-in protective toe box that meet the following specifications:
    - 1. Protective footwear purchased after July 5, 1994 shall comply with ANSI Standard Z41- 1991, "American National Standard for Personal Protection-Protective Footwear", or shall be demonstrated by the employer to be equally effective.
    - 2. Protective footwear purchased before July 5, 1994 shall comply with the ANSI standard "USA Standard for Men's Safety Toe Footwear", Z41.1 1967, or shall be demonstrated by the employer to be equally effective [Ref. 29 CFR 1910.133 Protective eye and face devices.]
- 4.3 BLACK OXIDE COATED THREADED FASTENERS (BOCTFs): Due to safety concerns, use of BOCTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in this contract.
- 4.4 FORCE PROTECTION CONDITION: The Navy is currently in force protection condition BRAVO. Any costs associated with delays, disruptions, or security precautions associated with this force protection condition level shall be included in the Contractor's proposal. The Contractor will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.
- 4.5 FIRE PREVENTION / FIRE DRILL: The Contractor will meet the requirements of the NAVSEA Industrial Ship Safety Manual for Fire Prevention and Response (8010 Manual) and NAVSEA Standard Item FY22 CH-1 including, NSI 009-07, 009-08, and 009-74 and the requirements outlined in work items

077-11-001 and 992-11-002. The Contractor shall coordinate the execution of a full scale 8010 Manual CH 12, FY22 CH-1 NSI 009-08 (Fire Protection at Contractor's Facility; Accomplish). For the Contractor, this drill will require all production work to stop for a minimum of four (4) hours during day shift on the selected day by the NSA and Ships force. As part of the drill, the contractor is required to evacuate the ship, provide a muster report of all personnel safely off ship, support the drill with any firefighting personnel/company emergency procedures, and support the disconnection of temporary services at the drill site. Temporary services at the drill site will be disconnected during the drill, and the Contractor will be responsible for restoring them after the drill. This drill will require involvement with the local fire department and when in the contractor facility, support any additional requirements to include but not limited to; activating the contractors emergency protocols, escorting emergency personnel to the drill site, water supply connections and traffic control. An additional fire drill may be required if the availability exceeds 180 days and 360 calendar days. All costs associated with drill and production time losses shall be included in the proposal. For awareness, the Government will be conducting the drill and using the evaluation criteria found in CH-12, 13, and Appendix A, of S0570-AC-CCM-010/8010.

- 4.6 PHYSICAL SECURITY: Contractor shall price full compliance with FY22 NSI 009-72, including waterborne security, into its proposal.

## 5. OTHER REQUIREMENTS

- 5.1 USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PED'S): The possession and use of portable electronic devices (PED's) within the confines of any naval vessel, or in the Contractor's facility where equipment removed from the vessel is being worked, is strictly controlled. Cellular phones with digital imaging capabilities are strictly prohibited. PED's may not be connected to any Navy-owned or controlled network. PED's may not be used to store or process any digital information associated with the conduct of the contract without written authorization from the NSA. PED's include:

mobile computing devices such as personal digital assistants (PDA's);

hand-held or laptop computers;

mobile telephone devices such as data-enabled cellular telephones;

two-way pagers, including those with e-mail capability;

analog and digital sound recorders; and

digital cameras, including cellular phones with digital imaging capabilities.

- 5.2 NON SMOKING POLICY: For bidding purposes, Contractors are advised that in light of the Navy's policy regarding smoke-free facilities, the entire vessel, topside and below decks, is to be considered a "No Smoking Area" unless otherwise indicated by shipboard policy.

- 5.3 CITIZENSHIP REQUIREMENTS: The Contractor shall comply with the Department of Defense Industrial Security Manual (DoD 5220.22), and any revisions to that manual as of the Bid Opening Date prescribed, for verification of all U. S. Citizens. Prospective offerors shall refer all questions pertaining to the above to NSA, Security Manager. The DoD Industrial Security Manual can be found at: [http://www.dtic.mil/whs/directives/corres/pdf/522022\\_vol3\\_2014.pdf](http://www.dtic.mil/whs/directives/corres/pdf/522022_vol3_2014.pdf)

- 5.4 PAINT ABATEMENT: Abatement work will be conducted in accordance with FY22 CH-1 NAVSEA Standard Item 009-32. Paint abatement will be included as part of offerors proposed pricing and is not subject to additional growth.

- 5.5 FIRE MAIN: Ship's force fire main will not be available for use as a temporary fire main or for firefighting purposes due to work on the system.

- 5.6 WORK AUTHORIZATION DURING AND AFTER BUSINESS HOURS: The Contractor shall accept any form of electronic media or verbal authorizations to proceed from the Contracting Officer during and after normal business hours, including weekends and holidays.

- 5.7 FY22 NSI 009-81 COMPARTMENT CLOSEOUT: In accordance with NSI 009-81, paragraph 3.1.1, the compartment closeout schedule will be based on the list of affected spaces provided by the SUPERVISOR during the bidding process in Attachment J-7A, which lists all affected spaces requiring a compartment closeout along with the assigned Key Event or Milestone.

6. ACCOUNTABILITY OF LEVEL OF EFFORT TO COMPLETION GROWTH ITEMS: For accountability of the Level of Effort to Completion Growth (LOE to Completion) items, in addition to the specific requirements of the job order or contract, the Contractor shall accomplish the following:

- 6.1 Following receipt of a RCC, provide a COPA as per Section C, paragraph 1.15, with a Growth Management Request (GMR). The Contractor must provide the date, labor and material estimate, and sign and deliver the GMR and supporting documentation to the SUPERVISOR and Contracting Officer.
- 6.1.1 LOE to Completion tasking shall not be used to accomplish work outside the scope of the specific work items in the contract.
- 6.2 The SUPERVISOR and Contracting Officer shall review the COPA submitted and if in agreement, shall sign the GMR authorizing the work at the man hour and material dollars quoted. No work will be authorized prior to the Contracting Officer's signature.
- 6.2.1 If there is a discrepancy between the Contractor's COPA and the position taken by the SUPERVISOR and Contracting Officer, the man hours and material dollars shall be negotiated immediately, prior to work authorization. The negotiated man hour and material dollars shall then be entered in the provided "Negotiated Price" block with the required signatures as indicated in Section C, paragraph 6.2.
- 6.3 Submit to the SUPERVISOR one legible copy, in approved transferrable media, of a weekly report listing all LOE to Completion items.
- 6.3.1 The report shall contain the following: Work Item number; GMR number; total original man hours, material dollars and costs obligated under each SCLIN; the man hour and material dollars negotiated for each authorized LOE to Completion tasking; and the remaining balances of man hours and material dollars allocated by SCLIN.
- 6.4 The Government will issue a Technical Direction Letter (TDL) on a weekly basis to adjudicate all authorized LOE to Completion tasking in order to permit the Contractor to invoice progress against the total cost of the authorized man hours and material dollars under each SCLIN.
- 6.5 The Contractor shall submit one legible copy, in approved transferrable media, of a final report no later than five (5) business days after completion of the availability to the SUPERVISOR.
- 6.5.1 The report shall contain the same information specified in Section C, paragraph 6.3.1.
- 6.6 The man hours and material dollar requirements listed in the LOE to Completion SCLIN are hereby included as part of this contract. Therefore, they are subject to the provisions, terms, conditions and clauses of this contract and the Master Ship Repair Agreement (MSRA)/The Agreement for Boat Repair (ABR).
- 6.7 The man hours shall include Prime Contractor efforts only.
- 6.8 Material dollars shall be based on the Contractor's actual costs to acquire materials. Subcontractor quotes will be considered other direct costs and likewise deducted from the material ceiling. All material descriptions and price breakdown shall be listed and invoices must be included if applicable. All subcontractors' quotes shall be included in the COPA as per Section C, paragraph 1.15. Material dollars may include freight or duties which would be reflected on the invoice for the material. The Contractor shall not add material handling charges, overhead (including G & A), or profit into the actual cost of materials expended.
- 6.9 Once the scope of work for a COPA has been listed and the number of man hours or materials has been agreed to, neither party will be entitled to an adjustment based on actual man hours or material dollars required.
- 6.10 The balance of hours remaining in the LOE to Completion SCLIN after negotiations have concluded, and it is evident that no additional work will be tasked, is subject to a decrease change order.

## 7. ACCOUNTABILITY OF SMALL DOLLAR VALUE GROWTH ITEMS

- 7.1 For accountability of the Small Dollar Value Growth (SDVG) items, in addition to the specific requirements of the job order or contract, the Contractor shall accomplish the following:
- 7.2 Once parties have agreed the value of the work identified is \$25,000, or less, the Contractor, SUPERVISOR and Contracting Officer shall sign the GMR authorizing the work at the price identified in Section B, Note K. The Contractor shall provide the estimated start date. No work will be authorized prior to the Contracting Officer's signature.
- 7.3 Submit to the SUPERVISOR one legible copy, in approved transferrable media, of a weekly report listing all SDVG items tasked.
- 7.3.1 The report shall contain the following: Work Item number; Growth Management Request Form number; total original quantities of SDVG occurrences obligated under each SCLIN; the

quantities and occurrences tasked; and the remaining balances allocated by SCLIN.

- 7.4 The Government will issue a Technical Direction Letter (TDL) on a weekly basis to adjudicate all authorized SDVG tasking in order to permit the Contractor to invoice progress against the total amount allocated under each SCLIN.
- 7.5 The Contractor shall submit one legible copy, in approved transferrable media, of a final report no later than five (5) business days after completion of the availability to the SUPERVISOR.
  - 7.5.1 The report shall contain the same information specified in Section C, paragraph 7.3.1.
- 7.6 The requirements listed in this solicitation under the SDVG are hereby included as part of this contract. Therefore, they are subject to the provisions, terms, conditions and clauses of this contract and the MSRA/ABR.
- 7.7 In the event the quantity of occurrences for SDVG depleted, the SDVG process shall revert to the LOE to Completion process for remaining growth.
- 7.8 Once the scope of work for each SDVG item has been agreed to, neither party will be entitled to an adjustment based on actual man hours or material dollars required.
- 7.9 The balance of changes remaining in the SDVG SCLIN at the end of the availability are subject to a decrease change order.

## 8. ACCOUNTABILITY OF RESERVE GROWTH

- 8.1 The LOE to Completion SCLIN will be administered separately than the reserve growth embedded in the individual work items in the work package.
- 8.2 The Contractor shall provide an estimate of man hours and material dollars on Reservation Task Request/Control Form (RTR Control Form), entering the date and estimate of labor and material, and deliver the estimate to the SUPERVISOR, with all applicable documentation identified in Section C, paragraph 1.15.
  - 8.2.1 A tasking shall not be used to accomplish work outside the scope of the specific Work Item identifying a RTR.
- 8.3 The SUPERVISOR shall review the estimate submitted and, if in agreement, shall sign the signature line designated as "RMC/NSA Authorization Agreement to Quote." The Contractor shall then sign the signature line designated as "Contractor Obligation/Agreement to Quote" and provide the estimated start date. The Contracting officer shall then be the final signatory, providing authorization for the Contractor to start work.
  - 8.3.1 If there is a discrepancy between the Contractor's estimate and the Government's position, the man hours and material dollars shall be negotiated immediately, prior to any authorization of work. The negotiated man hour and material dollars shall then be entered in the provided "Revised Estimate" block with the required signatures identified in Section C, paragraph 8.3.
- 8.4 The Contractor shall then enter the work completion date, sign and date the RTR Control Form and submit to the SUPERVISOR within two (2) business days after completion of the tasking authorized.
- 8.5 Submit one legible copy, in approved transferrable media, of a weekly RTR report listing all RTR Work Items to the SUPERVISOR.
  - 8.5.1 The report shall contain the following: work item number; RTR Control Form number; RTR paragraph number; the man hour and material dollars negotiated for each tasking; and the remaining man hour and material balances allocated by Work Item.
- 8.6 Submit one legible copy, in approved transferrable media, of a final report no later than five (5) business days after completion of the availability to the SUPERVISOR.
  - 8.6.1 The report shall contain the same information specified in Section C, paragraph 8.5.1 above.
- 8.7 The RTR man hours and material dollar requirements, listed in the individual Work Items are a part of this contract under the original solicitation and award. Therefore, they are subject to the provisions, terms, conditions and clauses of this contract job order and the MSRA/ABR.
- 8.8 The man hour reservation shall include Prime Contractor efforts only. Material dollars shall be based on the Contractor's actual costs to acquire materials and subcontractors will be considered other direct costs and deducted from the material ceiling.

- 8.9 The balance of hours and materials remaining in the RTR items after negotiations have concluded, and it is evident that no additional work will be tasked, is subject to a decrease change order.
- 8.10 The information received in the consolidated final report of Section C, paragraph 8.6 will be used by the Contracting Officer in the issuance of one contract modification, which will be a final settlement for all RTR Work Items.
- 8.11 The reservations listed in the individual work items are not to be considered Time and Material or LOE or Completion. Once the scope of work for a task has been listed and the number of man hours and amount of materials has been agreed to, neither party will be entitled to an adjustment based on the actual man hours or material dollars required.

#### CLAUSES INCORPORATED BY FULL TEXT

##### C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

- (a) Department - means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

##### C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

- (a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper- based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
- (b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:
- (1) The support contractor not disclose any information;
  - (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
  - (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
  - (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.
- (c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room

management support contractor for the limited purpose of executing its file room support contract responsibilities.

- (d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

#### C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

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

#### C-211-H004 HEAVY WEATHER PLAN (NAVSEA) (OCT 2018)

In order to ensure that Naval vessel(s), material and Government property are protected during destructive weather such as gales, storms, hurricanes, high winds, heavy snow, ice and high water, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69 dated 18 November 2016. A copy of Standard Item (SI) 009-69 can be obtained from via the internet by going to: <http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Regional Maintenance Center (RMC), a copy of such HWP, and shall make such changes in the plan as the RMC considers necessary and reasonable to protect and care for vessel(s), material and Government property.

In the event the RMC directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

#### C-211-H005 PLANT PROTECTION (NAVSEA) (OCT 2018)

- (a) In accordance with NAVSEA STANDARD ITEM (SI) 009-72, FY22 the Contractor shall develop, maintain, and implement, as necessary, CMSD's Plant Protection Plan which prescribes the actions and procedures and assigns responsibilities for actions to be taken to provide adequate protection of the ship(s) and the materials and equipment to be installed therein. A copy of SI 009-72 can be obtained from the purchasing office representative listed in Section G of the contract or via the internet by going to <http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-72.
- (b) The Contractor shall establish and maintain, for its plant and the work in process under this contract, physical security boundaries and other security measures to provide safeguards against hazards, including unauthorized entry, malicious mischief, theft, espionage, sabotage, and terrorism to U.S. Naval Vessels and their crews, in accordance with SI 009-72 and Attachment A thereto. The Contractor shall also provide reasonable safeguards against vandalism and fire.
- (c) The Contractor shall meet the requirements of Force Protection Condition NORMAL (as defined in SI 009-72) at all times. In addition, and in accordance with SI 009-72, the Contractor shall meet the requirements of increased levels of Force Protection as may be required or approved by the Contracting Officer, or when notified by the Supervisor, for the protection of its plant and the work in process under this contract against any threats including terrorism, espionage, sabotage, and enemy action.
- (d) At the Supervisor's discretion, the Contractor and the Supervisor shall negotiate a cost rate agreement applicable to each level of increased Force Protection above the NORMAL level. In addition to material costs, the labor cost rates shall be negotiated using the contractor's and the Supervisor's accepted common business practices. The labor and material costs to the Contractor for all safeguards so required or approved shall, to the extent allowable and allocable to this contract, be reimbursed to the Contractor in the same manner as if the Contractor has furnished such safeguards pursuant to a change order issued under the clause of this contract

entitled "Changes--Fixed Price" (FAR 52.243-1) or "Changes--Cost-Reimbursement" (FAR 52.243-2), as applicable. Such costs shall not include any allowance on account of overhead expense, except shop overhead charges incident to the construction or installation of such devices or equipment.

- (e) Upon payment, in accordance with the Payments provision of this contract, by the Government of the cost to the Contractor for any device or equipment required or approved under paragraph (c) above, title thereto shall vest in the Government, and the Contractor shall comply with the instructions of the Contracting Officer respecting the identification and disposition thereof. No part or item of any such devices or equipment shall be or become a fixture by reason of affixation to any realty not owned by the Government.
- (f) The plant protection plan and rate agreements required by this requirement shall be completed and implemented, within sixty (60) days of contract award for new construction and prior to ship arrival for conversion, repair or overhaul.

#### C-211-H008 QUALIFICATION OF CONTRACTOR NON-DESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (OCT 2018)

- (a) The Contractor and any Non-destructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision 1 of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.
- (b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of the Office of Navy Nuclear Propulsion (NAVSEA 08). Because of health and safety considerations, such matters will continue to be handled as directed by NAVSEA 08.

#### C-211-H010 TUG AND PILOT SERVICES (NAVSEA) (OCT 2018)

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

#### C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

#### C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

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

#### C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2019)

The Contractor shall develop and implement a Commonality and Standardization Plan, reducing range and increasing depth of like equipment, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common for application within the Arleigh Burke Destroyer Class and (2) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., NAVSEA Enterprise Commonality Virtual Shelf and the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools to implement its Commonality and Standardization Plan. For selecting Hull Mechanical and Electrical (HM&E) equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf before other tools, if the items meet the contract requirements. The Virtual Shelf is a web-based repository of HM&E equipment/components that meet cross-platform requirements and specifications and provide superior Total Ownership Cost (TOC). Information to gain access to the Virtual Shelf is located on the following web site: <https://www.dau.mil/team/virtualshelf/SitePages/Home.aspx>.

#### C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019)

- (a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the

vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

- (b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.
- (c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.
- (d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

#### C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal dated 30 JULY 2021 in response to DO RFP 0072.
- (b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

#### C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

- (a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.
- (b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:
  - (1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.
    - (i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.
    - (ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.
    - (iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.
    - (iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's



plant.

- (2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.
  - (3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.
  - (4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.
  - (5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.
- (c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist- controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.
- (d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249- 6), as applicable.
- (e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.
- (f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.
- (g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

#### C-222-H002 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIPBUILDING (NAVSEA) (OCT 2018)

Attention of the Contractor is directed to Public Law 91-596, approved December 29, 1970 (84 Stat. 1590, 29 USC 655) known as the "Occupational Safety and Health Act of 1970" and to the "Occupational Safety and Health Standards for Shipyard Employment" promulgated thereunder by the Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

#### C-223-H002 SAFETY, HEALTH AND FIRE REQUIREMENTS FOR SHIP REPAIR (NAVSEA) (JAN 2019)

- (a) Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the

Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

- (b) SAFETY INSPECTOR/FIRE MARSHAL: In addition to the safety standards provided in the specifications, the contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the contractor's approved Safety Plan.
- (c) PERSONAL PROTECTIVE EQUIPMENT: Whenever work is performed aboard U.S. Naval Ships or vessels at piers or dry docks of a Naval Shipyard or Naval Station, Contractor employees (including management personnel) shall have and use at all times the following personal protective equipment:
  - (1) Protective hard hats that meet the following specifications:
    - (i) Protective helmets purchased after July 5, 1994 shall comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection-Protective Headwear for Industrial Workers-Requirements," or shall be demonstrated by the Contractor to be equally effective.
    - (ii) Protective helmets purchased before July 5, 1994 shall comply with ANSI Standard "American National Standard Safety requirements for Industrial Head Protection," Z89.1-1969, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.135 Head Protection]
  - (2) Approved type Plano or prescription glasses meeting the following specifications:
    - (i) Protective eye and face devices purchased after July 5, 1994 shall comply with ANSI standard Z87.1- 1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection", or shall be demonstrated by the employer to be equally effective.
    - (ii) Protective eye and face devices purchased before July 5, 1994 shall comply with ANSI "USA standard for Occupational and Educational Eye and Face Protection", Z87.1-1968, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.133 Protective eye and face devices.]
  - (3) Safety toe shoes, with built-in protective toe box that meet the following specifications:
    - (i) Protective footwear purchased after July 5, 1994 shall comply with ANSI Standard Z41-1991, "American National Standard for Personal Protection-Protective Footwear", or shall be demonstrated by the employer to be equally effective.
    - (ii) Protective footwear purchased before July 5, 1994 shall comply with the ANSI standard "USA Standard for Men's Safety Toe Footwear", Z41.1 1967, or shall be demonstrated by the employer to be equally effective [Ref. 29 CFR 1910.136 Protective eye and face devices.]

#### C-223-H003 EXCLUSION OF MERCURY (NAVSEA) (MAR 2019)

- (a) Definitions. As used in this text:

Article means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

Boundary of containment means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

Functional mercury means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

Hardware means any article, container, piece of material, individual part, subassembly, assembly, component, or

system to which mercury control requirements apply.

Mercury-free means hardware that does not contain functional mercury and is not contaminated by mercury or mercury compounds.

Portable means items that are frequently transported during normal operation. Desk lamps, shop lights, and hand-held instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

- (b) The Contractor, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.
  - (1) The Contractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Contractor, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).
  - (2) Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the Contractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.
  - (3) For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.
  - (4) The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.
  - (5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.
  - (6) The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.
  - (7) The Contractor shall dispose of any mercury and mercury compounds in accordance with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.
  - (8) If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-AL- DPC-020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).
- (c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

#### C-223-H004 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NAVSEA) (MAR 2019)

##### (a) General

- (1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the

management and disposal of hazardous waste.

- (2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.
  - (3) Materials contained in ship systems are not waste until after removal from the system.
- (b) Identification of Hazardous Wastes - Work Item 998-41-001 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.
- (c) Generator Identification Numbers
- (1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.
  - (2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.
  - (3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.
  - (4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.
  - (5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "Disputes" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.
  - (6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain (See Work Item 998-41-001) concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the (See Work Item 998-41-001) for completion after the hazardous waste has been identified.
  - (7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify (See Work Item 998-41-001) within 3 business days of receipt of written notification by the State. After obtaining (See Work Item 998-41-001) approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to (See Work Item 998-41-001) for completion.

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

- (a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.
- (b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.
- (c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.
- (d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.
- (e) The Safety Office points of contacts are as follows:

Name: Andres Quinones, Environmental Safety Program, Code 106 Phone: 619-556-1056

Email: andres.quinones@navy.mil

C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)

Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

Compliance with this requirement is a material requirement of this contract.

C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018)

Notwithstanding any provision in the "Access to Vessel" clause (DFARS 252.217- 7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

C-233-H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018)

- (a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.
- (b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:
  - (1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;
  - (2) Description of work necessary to undo work already completed which has been deleted by the change;
  - (3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;
  - (4) Description of interference and inefficiencies in performing the change;
  - (5) Description of each element of disruption and exactly how work has been, or will be disrupted:
    - (i) The calendar period of time during which disruption occurred, or will occur;
    - (ii) Area(s) aboard the vessel where disruption occurred, or will occur;
    - (iii) Trade(s) disrupted, with a breakdown of manhours for each trade;
    - (iv) Scheduling of trades before, during, and after period of disruption;
    - (v) Description of measures taken to lessen the disruptive effect of the change;
  - (6) Delay in delivery attributable solely to the change;
  - (7) Other work attributable to the change;
  - (8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and
  - (9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.
- (c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-

reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

C-242-H002 POST AWARD MEETNG (NAVSEA) (OCT 2018)

- (a) A post-award meeting with the successful offeror will be conducted within 120 days after award of the delivery order. The meeting will be held at the address below:

Location/Address: TBD

- (b) The contractor will be given 5 working days notice prior to the date of the meeting by the Contracting Officer.
- (c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the delivery order.

The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

C-245-H001 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (OCT 2018)

- (a) The Contracting Officer may increase the amount of property to be furnished under this contract and the contract shall be equitably adjusted to reflect such increase in accordance with procedures of the "Changes" clause of the contract.
- (b) As to all equipments listed identified in an attachment in Section J of this contract, which will be permanently installed or otherwise will be built into the vessel(s), the AN nomenclature or other model designations given therein are to indicate only the basic description of equipments to be furnished and do not indicate the specific model or manufacturer's equipment that will be furnished. The Government may furnish, without issuing a change under the "Changes" clause of the contract, other equipments bearing nomenclature and model designations which further define the specific equipment to be furnished and to further substitute other equipments with different nomenclature or model designations as long as they are geometrically congruent dimensionally, and mechanically and electrically interchangeable with the equipment identified in an attachment in Section J of this contract.

As to all equipments identified in an attachment in Section J of this contract, which are portable in nature and require only means for stowage in the vessel(s), the AN nomenclature or other model designations given therein are to indicate only the basic description of the equipments to be furnished. The Government may furnish, without issuing any change under the "Changes" clause of the contract, other equipments bearing different AN nomenclature or other model designations as long as the equipments furnished are functionally interchangeable with the equipments identified in an attachment in Section J of the contract, and no changes in ship stowage provisions are required.

- (c) Unless otherwise specifically directed by the Supervisor, nonreusable crates and other nonreusable packaging in which Government Property is delivered to the Contractor shall become the property of the Contractor upon removal of the packaged or crated material, in which event such crates and other packaging shall not be subject to the provisions of the clause of this contract entitled "Government Property".
- (d) Any packaging or preparation for delivery or for other disposal of Government Property by the Contractor at the direction or authorization of the Contracting Officer pursuant to paragraph (j) of the clause of this contract entitled "Government Property" shall be provided for by change order and an appropriate adjustment shall be made in the contract price in accordance with the clause of the contract entitled "Changes".

- (e) (1) In addition to the equipments identified in an attachment in Section J of this contract, the Government may provide installation and checkout (I&C) spares. The Contractor shall provide segregated stowage and inventory management for Government furnished I&C spares. These I&C spares will be pre-positioned by the Government at the shipyard for use by Contractor or Government personnel for the installation and checkout of Government Furnished Equipment (GFE). The Contractor shall maintain these spares in a suitable warehouse accessible 24 hours per day during GFE installation and checkout, in accordance with the ship construction test program. I&C spares do not include parts to support installation and checkout of reactor plant equipment. Requirements governing such reactor plant repair parts, known as Shipyard Load List (SLL) parts, are defined in the ship specification.
- (f) The Contractor shall provide proposed I&C storage, inventory management and issue procedures for Government review and approval. These procedures shall address the Contractor's methods for receipt inspection, identification of damage, control of sensitive material, special environmental capabilities, security and availability of timely status information. The procedures must take into consideration any special requirements associated with electronic components such as electrostatic discharge precautions. The procedures should reference applicable military or commercial standards used in management of I&C spares. A list of planned I&C spares, estimated volume, and special requirements will be provided by the Government to allow for warehouse planning.
- (g) The Contractor is required to maintain control of Government property in accordance with Federal Acquisition Regulation (FAR) Part 45 and Defense FAR Supplement (DFARS) Part 245. In addition to the requirements of FAR 45 and DFARS 245, the Contractor shall have an automated system for controlling Government property and the automated records shall constitute the official Government property control records. The automated system shall be sufficient to identify the location, quantity and hull assignment of all items of Government property from the time of receipt through issue for installation or disposition of the property from the Contractor's facility. The automated system shall be equivalent, as a minimum, to the automated systems the Contractor uses to control Contractor-owned property and material. The Contractor may include Government property in the same computer used to control Contractor-owned property provided that separate records are kept for Government-owned and Contractor-owned property. The Contractor shall provide the Government a list of all items and quantities of Government property accountable to this contract in the Contractor's possession. The list shall be provided annually, or upon request, in automated format suitable for comparing Contractor records of Government property with similar Government records. The list shall be sorted in material categories defined by the Government and shall include data elements specified by the Government.
- (h) The Contractor shall have an automated system for I&C allowances. The system shall accept replacement or new requisition document numbers. The system shall include allowance requirements, on hand, on order, inventory status, identification of assets excess to allowance, on line, real time, processing, inventory posting records, inventory usage statistics and available prices.

The Supervisor shall have the ability to retrieve information from the Contractor's data base using Contractor terminals already in place or by using Government owned terminals.

#### C-245-H006 ADDITIONAL REQUIREMENTS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (OCT 2018)

- (a) For purposes of paragraph (h) of the clause entitled "Government Property" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:
  - the vessel;
  - the equipment on the vessel;
  - movable stores;
  - cargo; and
  - other material on the vessel
- (b) For purposes of paragraph (b) of the clause entitled "Government Property", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:
  - the vessel;
  - the equipment on the vessel;
  - movable stores; and
  - other material on the vessel



C-246-H003 LIMITATION OF LIABILITY--HIGH VALUE ITEMS (NAVSEA) (OCT 2018)

The following items are subject to the clause of this contract entitled "Limitation of Liability--High Value Items" (FAR 52.246-24 Alternate I)

All SCLINs, including Options, if exercised.

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

**Section D - Packaging and Marking**

See applicable Terms and Conditions included in contract N00024-16-D-4417, respectively, and fill-in clauses. CLAUSES INCORPORATED BY FULL TEXT

D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 incorporating Change 2 dated 18 May 2016.

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

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

name and business address of the Contractor

contract number

sponsor

TBD – Will be assigned after award

(Name of Individual Sponsor)

Southwest Regional Maintenance Center

(Name of Requiring Activity)

San Diego, CA

(City and State)

D-211-H003 PACKAGING OF PIO (NAVSEA) (OCT 2018)

Item(s) CLIN 0013, 0015 - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions established in each PIO. Unless otherwise stated in the PIO, supplies shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from the Contractor to the point of delivery.

D-246-H003 WARRANTY NOTIFICATION FOR ITEM(S) CLIN 0013, 0015—ALTERNATE I (NAVSEA) (MAY 2019)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R with Change 1 dated 24 May 2018 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00024-16-D-4417 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR USS HALSEY (DDG-97) FY22 SRA FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY PROJECT MANAGER TBD, (WILL BE

ASSIGNED AFTER AWARD), CONTRACTING OFFICER, (WILL BE ASSIGNED AFTER AWARD),  
 CONTRACT SPECIALIST (WILL BE ASSIGNED AFTER AWARD).

D-247-H005 MARKING AND PACKING LIST(S) – ALTERNATE I (NAVSEA) (OCT 2018)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R with Change 1 dated 24 May 2018.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

**Section E - Inspection and Acceptance**

See applicable Terms and Conditions included in contract N00024-16-D-4417, respectively, and fill-in clauses.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0013	N/A	N/A	N/A	N/A
0013AA	Destination	Government	Destination	Government
0013AB	Destination	Government	Destination	Government
0013BA	Destination	Government	Destination	Government
0013BB	Destination	Government	Destination	Government
0013BC	Destination	Government	Destination	Government
0013BD	Destination	Government	Destination	Government
0013BE	Destination	Government	Destination	Government
0013CA	Destination	Government	Destination	Government
0013CB	Destination	Government	Destination	Government
0013CC	Destination	Government	Destination	Government
0013CD	Destination	Government	Destination	Government
0013CE	Destination	Government	Destination	Government
0013CF	Destination	Government	Destination	Government
0013DA	Destination	Government	Destination	Government
0013DB	Destination	Government	Destination	Government
0013DC	Destination	Government	Destination	Government
0013DD	Destination	Government	Destination	Government
0013DE	Destination	Government	Destination	Government
0013DF	Destination	Government	Destination	Government
0013DG	Destination	Government	Destination	Government
0013DH	Destination	Government	Destination	Government
0013DJ	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7013	Guarantees	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

### E-246-H010 TESTS AND TRIALS--BASIC (NAVSEA) (OCT 2018)

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

### E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### E-246-H016 INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES (NAVSEA) (OCT 2018)

Item(s) 0013, 0015 - Inspection and acceptance shall be made at destination by a representative of the Government.

### E-246-H018 INSPECTION AND ACCEPTANCE OF PIO (NAVSEA) (OCT 2018)

Item(s) 0013, 0015 - Inspection and acceptance of parts ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, parts shall be inspected and accepted at source by a representative of the Contract Administration Office.

### E-246-H019 INSPECTION AND ACCEPTANCE OF PROVISIONING TECHNICAL DOCUMENTATION (NAVSEA) (OCT 2018)

Item(s) 0013, 0015 - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications, or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

### E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

### E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

## Section F - Deliveries or Performance

### SECTION F

See applicable Terms and Conditions included in contract N00024-16-D-4417, respectively, and fill-in clauses.

The USS HALSEY (DDG 97) FY22 SRA SSP:TPPC-DDG97-SWRMC22-CN01, must be delivered no later than 30 SEP 2022.

If any milestone event is not accomplished by the date provided, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of the contract entitled "DEFAULT" (DFARS 252.217-7009). Contractor failure to meet milestones event dates established in the RFP will be documented in CPARS and used for past performance ratings on future DeliveryOrders.

The specific milestones and key events are listed in Attachment J-5A.

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0013	N/A	N/A	N/A	N/A
0013AA	30-SEP-2022	1	SOUTHWEST REGIONAL MAINTENANCE CENTER REBECCA TRIPLETT CODE 310B 3755 BRINSER STREET STE 1 SAN DIEGO CA 92136 (619) 381-6189 FOB: Destination	N55236
0013AB	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013BA	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013BB	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013BC	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236

0013BD	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013BE	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013CA	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013CB	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013CC	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013CD	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013CE	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013CF	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013DA	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013DB	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013DC	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013DD	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013DE	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013DF	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013DG	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013DH	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0013DJ	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0015	30-SEP-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

### F-211-H021 DELIVERY OR PERFORMANCE (NAVSEA) (MAR 2019)

For proposal purposes the estimated date of delivery order award is 17 September 2021. The government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon delivery order award.

### F-242-H001 CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) (OCT 2018)

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

### F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

### F-247-H004 RESTRICTIONS FOR SHIPPING TO MILITARY AIR OR WATER PORT/ TERMINAL (NAVSEA) (OCT 2018)

The Contractor shall not ship directly to a military air or water port/terminal without authorization by the cognizant Contract Administration Office.

## Section G - Contract Administration Data

### SECTION G

See applicable Terms and Conditions included in contract N00024-16-D-4417, respectively, and fill-in clauses.

1. **WORK AUTHORIZATION DURING AND AFTER NORMAL BUSINESS DAYS AND HOURS:** The Contractor shall accept any form of electronic media authorized by the RMC Code 400 ACO, and/or verbal Authorizations to Proceed (ATP), Not-To-Exceed (NTE) obligations, Undefined Change Orders (UCO), and Undefined Contract Actions (UCA) during and after normal business hours, including weekends and holidays.
2. **CONTRACT BILLING:** The payment office will make payment using the ACRN funding of the line item being billed. Contractor billings submitted for payment shall identify the specific accounting classifications cited in this contract. The Contractor shall submit billings by Line Item, Sub Line Item, and ACRN level as identified on the Financial Accounting Data Sheet(s) attached to this contract. Billings submitted to the paying offices that do not identify billing amounts by the ACRN level will be returned to the Contractor for proper identification.
3. **INSTRUCTIONS TO THE CONTRACTOR:** The contractor shall provide Progress Reports at the SCLIN level and shall provide progress to the SUPERVISOR at the Weekly Progress Meetings with the Government.

NOTE: This is not the same progress as the total progress; however, the SCLINs will be equal to the total contract progress.

4. **PROGRESS PAYMENT PROCEDURE:** The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause DFARS 252.232-7006.
  - 4.1 Two (2) business days prior to submitting an invoice the contractor shall submit via email, a progress report in Microsoft Excel or PDF format, to the Project Manager, Contracts Specialist, and Administrative Contracting Officer detailing progress at the work item SCLIN level.

- 4.2 The Project Manager will review and either accept or reject the progress report. If rejected, the Government Maintenance Team will discuss with the Contractor Project Team to reach an agreement on progress. The Contractor shall then resubmit the progress report with changes highlighted.
  - 4.3 Once the Progress report is approved the Contractor shall submit their invoice in WAWF in accordance with DFARS 252.232-7006. Contractor shall include all contacts listed in paragraph
  - 4.4 (g) (1) "Send additional notification to" in WAWF to ensure the Project Manager and CS/ACO are notified the invoice is ready for review.
  - 4.5 In addition to the requirements of DFARS 252.232-7006 the Contractor shall submit, as an attachment, a spreadsheet in Microsoft Excel format, identical or similar to Attachment J-11A Progress Payment Tracker Spreadsheets. The spreadsheets at a minimum shall include the amounts obligated and/or authorized, retention, and amounts of current invoices.
  - 4.6 The ACO/CS will log into WAWF and review the invoice and reconcile the amount obligated and/or authorized, retention amount, and current invoice amount. The ACO/CS will recommend the Project Manager approve or reject the invoice.
  - 4.7 Project Manager will approve or reject the invoice. If rejected the ACO/CS will contact the Contractor's finance contact with the reasons for the rejected invoice.
5. PROGRESS PAYMENT RETENTIONS:
- 5.1 In accordance with DFARS 252.217-7007 "Payments", paragraph (c), the minimum progress payment rate for this contract is 90% for large business and 95% for small business.
  - 5.2 The progress payment rate may be increased by 9% for large business and 4% for small businesses under the following circumstances:
    - 5.2.1 Provide, and the Government accepts, all submittals of the full requirements of CDRLs A016R and A017 in a timely and complete basis in accordance with the reporting requirements of both the NSI and this solicitation AND perform in accordance with the following manning or schedule performance parameters:
      - 5.2.1.1 Should the government agree that the contractor's cumulative Man Hour BCWP in CDRL A017 exceeds the contractor's cumulative Man Hour BCWS, the progress payment rate shall be increased for the work cumulatively completed, or
      - 5.2.1.2 Should the government agree that the contractor's cumulative Man Hour ACWP in CDRL A017 exceeds the contractor's cumulative Man Hour BCWS, the progress payment rate shall be increased for the work cumulatively completed.
    - 5.2.2 Compliance, for retroactive cumulative retention release, will be determined separately for the periods between 0% to 25%, 25% to 50% and 50% to 75% complete at the 25%, 50% and 75% complete points, respectively.
    - 5.2.3 Wherever the term "Job Order" is used in this solicitation/award, it also means "Contract," except for the purposes of DFARS clause 252.217-7007 "Payments", paragraph (c) and (e), where "Job Order" means "Work Item". In relation to DFARS clause 252.217-7007 "Payments", paragraph (c) and (e), the Contracting Officer shall authorize the release of performance reserves associated with an individual work item upon the completion, final inspection and acceptance of all work scope associated with that work item.

CLAUSES INCORPORATED BY FULL TEXT 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

Separately identify a payment amount for each contract line item included in the payment request. (End of clause)

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions— Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.



Contract/Order Clause	Payment Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This procurement contains the following contract type(s):

Item	Type
CLIN 0013	Firm-Fixed Price
CLIN 0015	NSP

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

- (a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.
- (b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

- (a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.
- (b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel

- that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

- (c) The points of contact are as follows:

The Procuring Contracting Officer (PCO) is: Name: Not Applicable

Address: Not Applicable Phone: Not Applicable E-mail: Not Applicable

The Contract Specialist is: Name: TBD

Address:

3755 Brinser Street, Ste.1 San Diego, CA 92136 Phone: TBD

E-mail: TBD

The Administrative Contracting Officer (ACO) is: Name: TBD

Address:

3755 Brinser Street, Ste.1 San Diego, CA 92136 Phone: TBD

E-mail: TBD

- (d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: Not Applicable Address: Not Applicable Phone: Not Applicable E-mail: Not Applicable

- (e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is: Name: Not Applicable

Address: Not Applicable Phone: Not Applicable E-mail: Not Applicable

- (f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a

COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Name: TBD Address:

3755 Brinser Street, Ste.1 San Diego, CA 92136 Phone: TBD

E-mail: TBD

- (g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

Name: Not Applicable Address: Not Applicable Phone: Not Applicable E-mail: Not Applicable

- (h) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is: Name: Derek Sopp Address:

3755 Brinser Street, Ste.1 San Diego, CA 92136 Phone: (619) 548-0492

E-mail: derek.sopp@navy.mil

- (i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.
- (j) The Authorized Ordering Person(s) for Per-Call Maintenance is: Name: Not Applicable

Address: Not Applicable

Phone: Not Applicable E-mail: Not Applicable

The Contractor's point of contact for performance under this contract is:

- (k) Name: William McMillan, Program Manager Address: 1995 Bay Front Street

San Diego, CA 92113

Phone: (619) 234-8851 Ext. 375; FAX: N/A

E-mail: william.mcmillan@cmsd-msr.com

#### G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

- (a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the SUPERVISOR. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.
- (b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

- (c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.
- (d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe

weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable

- (e) cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.
- (f) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

The hours of operation are as follows:

AREA	FROM	TO
Building 3116, Floor 1, Room 107	0800	1500

- (g) All deliveries to the Receiving Officer, 3755 Brinser Street Suite, San Diego, CA 92136, shall be made Monday through Friday from 0800 to 1500 (PST). Deliveries will not be accepted after 1500. No deliveries will be accepted on federal government holidays.

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232- 7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—

Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

Document type. The Contractor shall submit payment requests using the following document type(s):

For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

For fixed price line items—

That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Navy Shipbuilding Invoice

For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

For customary progress payments based on costs incurred, submit a progress payment request.

For performance based payments, submit a performance based payment request.

For commercial item financing, submit a commercial item financing request.

Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N55236
Admin DoDAAC**	N55236
Inspect By DoDAAC	N55236
Ship To Code	N55236
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N55236
Service Acceptor (DoDAAC)	N55236
Accept at Other DoDAAC	N/A
LPO DoDAAC	N55236
DCAA Auditor DoDAAC	Q97233
Other DoDAAC(s)	N/A

Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

WAWF point of contact.

The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

SWRMC WAWF POC: Charles W. Pierce, (619) 556-2291 or charles.w.pierce1@navy.mil

NAVSEA WAWF POC: Margaret Morgan, (202) 781-4815 or margaret.morgan.ctr@navy.mil

Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

Project Manager: TBD

Administrative Contracting Officer: TBD Contract Specialist: TBD

Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

#### Section H - Special Contract Requirements

See applicable Terms and Conditions included in contract N00024-16-D-4417, respectively, and fill-in clauses.

CLAUSES INCORPORATED BY FULL TEXT

H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:
  - (1) any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
  - (2) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (e) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (f) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
- (g) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.
- (h) Notwithstanding paragraph (g) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (i) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (j) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (k) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any

design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

- (l) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (m) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (n) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (o) Compliance with this requirement is a material requirement of this contract.

#### H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JAN 2019)

Per 29 CFR 1910.1200, Hazard Communication, you, as a contractor employer with employees working at a Government facility, are hereby informed of the hazardous materials used at the Government facility which your employees may be exposed to while working here and also to suggest appropriate protective measures. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity. Typical hazardous materials include, but are not limited to:
  - a. Metals, e.g., mercury, lead, chromium
  - b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
  - c. Corrosives, e.g., acids, alkalis
  - d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
  - e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
  - f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
  - g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist
3. Depending on the material involved, materials such as these can present physical hazards and or health hazards.
2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Fire Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.
3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.
4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material; therefore, the following precautions should be taken:
  - a. Obey signs, directions and warning labels;
  - b. Do not use unknown or labeled materials;
  - c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;
  - d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to

hazardous material, contact the Safety Office.

5. The Safety Office points of contact are as follows:

Andres Quinones, C106, (619) 556-1056, andres.quinones@navy.mil

### Section I - Contract Clauses

See applicable Terms and Conditions included in contract N00024-16-D-4417, respectively, and fill-in clauses.  
CLAUSES INCORPORATED BY REFERENCE

52.204-25 Prohibition on Contracting for Certain AUG 2020  
Telecommunications and Video Surveillance Services or  
Equipment.

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT  
(SEP

2000)

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$115,667.77 per calendar day of delay for the USS HALSEY (DDG 97) until the work is completed or accepted. The sum of liquidated damages shall not exceed 10% of the awarded price of the Availability, including all Base and Option Items.

USS HALSEY (DDG-97) FY 22 SRA	Liquidated Damage Incurred per Day for each Milestone	Maximum Liquidated Damage Associated with each Milestone
Production Completion Date (PCD)	\$12,960	\$505,440
Combat Systems Light Off	\$7,200	\$115,200
Availability Complete – Mission Ready Vessel Delivered to the Fleet	\$115,667.77	Up to total maximum liquidated damage

- (a) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (b) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

\* In regard to the milestone “Availability Complete – Mission Ready Vessel Delivered to the Fleet,” if the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, such that their failure delays the completion of work outside of the scope of the Contractor’s contract, such as AIT and 3<sup>rd</sup> Party Trade efforts and Government and 3<sup>rd</sup> Party test and trials, and this failure delays the Navy’s ability to return the vessel to the fleet at the milestone “Availability Complete – Mission Ready Vessel Delivered to the Fleet,” the Contractor shall, in place of actual damages, pay to the Government Liquidated Damages, as described in the table above, per calendar day of delay.

52.217-7VAR II OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)  
(NAVSEA VARIATION II) (OCT 2018)

By written notice to the Contractor, the Contracting Officer may exercise, if at all, any of the Option Items identified in Section B and require the Contractor to provide, within the performance period specified in Section F, the work described in Section C for such Option(s) Item(s) at the estimated cost and base fee set forth in Section B. The option(s) may be exercised after the Contractor’s receipt of the Specification Work Package prepared in accordance with the procedures stated in Section C, but in any event, the Option(s) shall be exercised, if at all, on or before the following dates:



Fiscal Year	Item	Last Option Exercise Date
FY22	0013AB	17 DEC 2021
FY22	0013BA	17 DEC 2021
FY22	0013BB	17 DEC 2021
FY22	0013BC	17 DEC 2021
FY22	0013BD	17 DEC 2021
FY22	0013BE	17 DEC 2021
FY22	0013CA	17 DEC 2021
FY22	0013CB	17 DEC 2021
FY22	0013CC	17 DEC 2021
FY22	0013CD	17 DEC 2021
FY22	0013CE	17 DEC 2021
FY22	0013CF	17 DEC 2021
FY22	0013DA	17 DEC 2021
FY22	0013DB	17 DEC 2021
FY22	0013DC	17 DEC 2021
FY22	0013DD	17 DEC 2021
FY22	0013DE	17 DEC 2021
FY22	0013DF	17 DEC 2021
FY22	0013DG	17 DEC 2021
FY22	0013DH	17 DEC 2021
FY22	0013DJ	17 DEC 2021

The exercise of any item identified under Section B as an Option Item shall also extend the period of performance for the Contract Data Requirements List, DD 1423, Exhibit(s) A – C, under the basic contract, CDRLs , A016 REV1 and A017, incorporated under this DO RFP, and Provisioning Documentation.

52.223-3HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
NONE	

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
    - i. Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - ii. Obtain medical treatment for those affected by the material; and
    - iii. Have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.