



**Continental Maritime  
of San Diego**

**CONTINENTAL MARITIME OF SAN DIEGO, LLC  
USS PORTLAND LPD-27  
FY23 SRA REPAIR PROGRAM**

**N55236-23-C-0001  
MANDATORY FLOW DOWN /  
TERMS & CONDITIONS**

**CMSD:** The following clauses are flowed down from the Prime Contract with the Government. The defined terms in the CMSD T&C's terms apply to this document. Some of the terms may not be consistently capitalized within this Contract.

B-215-H002 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (OCT 2018)

- In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (excluding economic purchase quantity considerations) or changes in market conditions.
  
- For purposes of this requirement, the intrinsic value of an item is defined as follows:
  - If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.
  
  - If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.
  
- At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.
  
- If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.
  
- If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1).
  
- The Contractor shall make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.
  
- The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.
  
- This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

(End of text)

B-227-H001 PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (OCT 2018)

1. For the purpose of paragraph (c) of the "Progress Payments" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

2. The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "Technical Data--Withholding of Payment" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "Limitation On Withholding of Payments (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

(End of text)

B-231-H002 WORKSITE TRAVEL COSTS (NAVSEA) (OCT 2018)

a) The contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the contractor's facility for performance of contract work.

b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

c) This requirement pertains only to payments for travel time before or after these workers' regular shifts (commuting costs), and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable and approved in writing by the Government. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.

d) Additionally, the contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting contractor or subcontractor personnel between the contractor's facility (or subcontractor's facility), and any other worksite to perform ship repair, maintenance or modernization. Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the contractor on behalf of the work force.

(End of text)

a) The total LOE to Completion for the performance of the above growth SCLINs shall be comprised of labor hours and the associated material required to support the expected, within scope growth. The mix of labor hours and material may be adjusted. Adjustments to the labor hour and material mix will be documented via weekly Technical Direction Letter (TDL) and subsequently unilaterally adjusted via contract modification. The Government reserves the right to reconcile the weekly TDLs via unilateral modification at the Administrative Contracting Officer's (ACO) discretion.

b) LOE to Completion obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations.

- c) LOE to Completion labor hours and material are within the scope and pricing of this contract and are not subject to an equitable adjustment under FAR 52.243-1 'Changes – Fixed Price'. The utilization of LOE to Completion is at the discretion of the Contracting Officer and subject to the schedule phasing identified in Note F.
- d) If, in the opinion of the Contractor, any effort directed in the Growth Management Request Form (GMR) calls for effort outside the scope of the contract, the Contractor shall notify the Administrative Contracting Officer (ACO) in writing within two (2) working days after the receipt of any such direction. In the event of a cost dispute, the ACO may unilaterally authorize hours and material against LOE work. The Contractor shall not proceed with the work directed by the GMR unless and until the Contractor is notified by the ACO to proceed with the directed work. The Contractor is required to proceed with the directed work as directed by the ACO. Thereafter, any remaining disagreement shall be addressed in accordance with FAR 52.233-1(Alt. 1) 'Disputes.' Additionally, if the cost of performing the disputed direction exceeds \$100,000, the Contractor is required to comply with FAR 52.243-6 'Change Order Accounting.'
- e) The labor hours and material requirements listed in Section B, Note A, paragraph 1 above are part of this contract. Prime contractor efforts shall be deducted from the labor hours allocated. Subcontractor efforts and materials shall be deducted from the materials allocated. The balance of trade labor hours and materials remaining in the LOE to Completion SCLINs are subject to a decrease change order when it is evident that no additional growth work will be directed. The decrease change order shall be subject to the same requirements outlined in paragraph 1.15 of Section C, which amounts to a credit to the Government that equals 100% of unused hours, materials, and dollars.
- f) Only authorized direct production labor hours shall be deducted from the LOE to Completion direct labor hour ceiling set forth in Section B, Note A, paragraph 1 above. Per Note B paragraph 2 below, all non-production labor shall be included in the Contractor's fully burdened labor rate. Non-production hours shall not be included in pricing submitted in support of growth issued under the LOE to Completion SCLINs. Additionally, Contractor LOE to Completion pricing shall not include any allowance for technical representatives or for any other Government directed source unless specifically directed by the Contracting Officer.
- g) Only authorized material dollars shall be deducted from LOE to Completion material reservation set forth in Section B, Note A, paragraph 1 above. This material reservation consists of the total cost of materials and subcontractor efforts proposed. All subcontractor quotes shall be included in the Change Order Price Analysis (COPA) as per Section C, paragraph 1.13. Material dollars may include freight or duties if specifically itemized on the invoice for the material. The Contractor shall not be allowed to add material handling charges, overhead (including G&A), or profit into the settled cost of materials deducted from the material reservation.
- h) The information received in the consolidated final report required by Section C paragraph 6.6 will be used by the ACO in the issuance of one contract modification based on the information received in the final report identified in Section C below, which will be a final settlement for all LOE to Completion labor hours and material dollars. Once the number of labor hours and materials for directed work has been settled, neither party shall be entitled to an adjustment because the expended labor hours and materials differ from the settled price. This shall not preclude an adjustment otherwise permitted by law and regulation; e.g. fraud, product substitution, defective workmanship or materials. Each directed work shall receive approval by the SUPERVISOR and the ACO. "SUPERVISOR" as defined in NAVSEA Standard Item (NSI) 009-01, paragraph 4.3, refers to the local Government activity responsible for the execution and contract administration of Navy maintenance and modernization work.

**NOTE B: FIXED SHIP REPAIR LABOR AND MATERIAL BURDEN RATES FOR GROWTH AND NEW WORK**

**SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)**

- (1) The Contractor's fully burdened ship repair growth labor rate and fully burdened ship repair new work labor

rate will be used for negotiating growth and new work, respectively, to be performed under this contract. The contractor agrees that the number of hours included in its price proposal submitted in response to Requests for Contract Changes (RCCs), Growth Management Requests (GMRs) and Reservation Task Requests (RTRs) for either Growth or New Work shall include only direct production hours. For these purposes, direct production hours are for skilled labor at the journeyman level expended in direct production including but not limited to the following functions:

- Abrasive cleaning/blasting
- Fire Watch

- Welding
- Burning
- Brazing
- Carpentry

- Machinists (inside and outside)

- Electrical Work
- Electronic Work
- Engineering
- Design Support
- Lagging
- Ship-fitting
- Boiler-making
- Painting

- Sheet-metal Work
- Pipefitting
- Rigging

- General Labor
- Staging/Scaffolding
- Diesel Mechanics

- (2) The fully burdened ship repair labor rate proposed by the contractor listed in paragraph 7 below shall include all costs associated with support functions (whether charged directly or indirectly by the offeror's accounting systems) provided in support of the direct production functions listed in paragraph 1 above. Support functions shall be considered to be included in the offeror's fully burdened ship repair labor rate for direct production hours. Labor hours for the below support functions shall not be separately proposed for either growth or new work, including in support of subcontractors. Support functions include, and are not limited to, those types listed below:

- Testing
- Quality Assurance
- Execution Planning

- Cleaning (except tank cleaning)

- Supervision (all types, including, but not limited to supervision of trades, support personnel and subcontractors)

- Security
- Surveying
- Administration
- Transportation
- Purchasing
- Staff

- Lofting

Other indirect support  
 Handling & Warehousing  
 Safety/Environmental  
 Program Management

- (3) The fully burdened ship repair labor rate is a fixed hourly rate that includes all wages, (i.e. straight time, overtime, shift differential, holiday time, etc.), overhead, all other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit. The fully burdened ship repair labor rate represents a blended rate including labor transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
- (4) Consumable materials are goods used in the ordinary course of work performance such as office supplies, paper, rags, vehicle or equipment fuel costs, cleaning chemicals, disposable tools, welding rods, paint buckets, paint brushes, protective clothing, etc., that are consumed/used in the process of repair and do not become an integral part of the repaired vessel. Consumable material shall be included in the contractor's fully burdened ship repair labor rate and not separately priced.
- (5) Physical materials are goods that become incorporated into the repaired vessel in the course of the repair, such as replacement steel, pipes, paint, and fasteners. The material burden rate applies to physical materials but not to consumable materials. The material burden rate will be applied to the actual cost of the physical material. Actual cost does not include handling charges, general and administrative cost, overhead, profit, or any other indirect cost.
- (6) For growth and new work contract changes involving subcontractors, subcontractor quotes will be treated as Other Direct Costs (ODCs) and will be subject to the contract material burden rate shown in paragraph (7) below. Subcontractor quotes must be competitively acquired and submitted with the contractor's COPA in response to RCCs, GMRs and RTRs issued by the Contracting Officer. At no time will the proposed total to be performed by the prime contractor combined with subcontractor quote, material quote, and applicable burdens be allowed to cost more than it would have, had the prime contractor directly provided all material and labor. The proposed total pricing restriction addressed in the preceding sentence does not apply in any case where the work is required to be performed by Original Equipment Manufacturers (OEMs), Government directed subcontractors, and/or Government authorized vendors. RCCs and RTRs that are subcontracted for material only (no associated labor required within the RCC) shall not be subject to the Material Burden Rate. Any material burden rate applied to new work shall be approved by the ACO, upon receipt of supporting documentation in accordance with FAR 15.404-3, Subcontract Pricing Considerations.
- (7) The contract fixed fully burdened ship repair labor rate and material burden rate are shown below. These fixed rates shall be used for negotiating growth and new work during the availability and up to three (3) months after the Attachment J-5 'Contract Complete' date:

<b>USS PORTLAND (LPD 27) FY23 SRA</b>	
Fully Burdened Ship Repair Labor Rate	<b>TBD</b>
Material Burden Rate	<b>TBD</b>

- (8) In the event of a one-bid or directed availability, the Contracting Officer may negotiate the Fully Burdened Ship Repair Labor Rate and Material Burden Rate (not to exceed the ceiling rate(s) identified above) with the offeror in accordance with FAR 15.4, Contract Pricing. The rates herein are not considered a Forward Pricing Rate Agreement (FPRA) and are identified solely for the purpose of establishing a ceiling.
- (9) In the event of an extension due to excusable delay to the delivery date for the **USS PORTLAND (LPD 27) FY23 SRA**, the Contractor's fully burdened ship repair labor rate shall be escalated by **0.59** % commencing 3 months after the Attachment J-5 "Contract Complete" date. Following the "Contract Complete" date identified

in Attachment J-5 (Milestones), this rate shall be escalated quarterly through the 24<sup>th</sup> month, if necessary, and shall be used to negotiate all growth and new work. Note, in the event of an excusable delay, this escalation rate shall be applied only to growth and new work not previously identified in Attachment J-3 (Pricing Worksheet). The material burden rate shall not increase.

**NOTE C: OPTION ITEMS**

- i. Option item to which the option clause FAR 52.217-7, (NAVSEA Variation II) applies and which is to be supplied only if and to the extent said option is exercised.
- ii. Offerors shall include pricing for all option items under Attachment J-3. Option items are evaluated as part of the total price.

**NOTE D:**

**SCHEDULE OF DAILY RATES FOR PIERSIDE AND DRY DOCKING (FULLY BURDENED) FOR PURPOSES OF A COMPENSABLE EXTENSION TO THE DRY-DOCKING OR DELIVERY DATE**

- a) In the event of a compensable extension to the dry-docking or delivery date, the Contractor's fully burdened daily extension rates for additional dry-dock and/or pierside performance period at the Contractor's facility will be evaluated by the ACO upon receipt of the Contractor's certified or other than certified cost or pricing data (certification requirements are subject to FAR 15.403).
- b) The Contractor agrees that the daily rates shall include all costs that run with time associated with additional performance days in accordance with the work package specification requirements of this availability. The daily rates shall include all costs associated with additional performance days (whether charged directly or indirectly by the offeror's accounting systems) including but not limited to:
  - Temporary Services, including but not limited to:
    - Decking services
    - Pumping services
    - Electricity
  - Internet Connectivity
  - Air Conditioning
  - Support Services for the Navy, its agents and Contractors
  - Facilities, including but not limited to:
    - Piers
    - Dry-docks
    - Office spaces
    - Trailers
    - Parking
    - Flammable Liquid Storage and Hazardous Material Storage
    - Material Warehousing and Lay-down space
  - Project Management and other labor costs that run with time including but not limited to:
    - Program Management
    - Supervision
    - Integration & Scheduling
    - Cleaning (except tank cleaning)
    - Quality Assurance
    - Execution Planning

- Security
- Administration
- Contracts
- Purchasing
- Other indirect support
- Safety/Environmental
- Transportation

- c) The fully burdened daily rates are fixed rates that include all wages, overhead, other indirect costs, general and administrative expenses, Facilities Capital Cost of Money (FCCOM) and profit.
- d) The proposed, fully burdened daily rates for pierside may be used during the availability’s extension period, up to 24 months after the “Contract Complete” date identified in Attachment J-5 (Milestones). If the use of these extension rates is determined to be warranted by the ACO during execution, the Contractor shall submit certified or other than certified cost or pricing data to support the rates (certification requirements are subject to FAR 15.403).

USS PORTLAND (LPD 27) FY23 SRA	Additional Day Requiring Availability Extension	Additional Day Does Not Require Availability Extension
Additional Pierside Day	TBD	

- e) The Contractor bears the burden of proving the requested extension is compensable in accordance with this contract, and establish the duration of compensability through schedule analysis utilizing the Production Schedule establishing impact to critical path and/or controlling work items. The Contractor agrees that, in the event of such an extension, a bilateral modification will be executed with the price of the extension calculated as follows:

$$\text{Total Price of Extension} = D(e) * (P/D)$$

D(e) = Agreed Extension Days to the Delivery Date  
(P/D) = Price/Day

- f) The (P/D) will be utilized for any modifications to extend the contract in the event of compensable delay impacting the pierside period, regardless of the number of modifications or the number of days required to meet the Schedule Milestone ‘Contract Complete’ within 24 months of the ‘Contract Complete’ date. If the Contracting Officer determines a delay in meeting the Schedule Milestone is not compensable, no modification will be executed and the Contractor will be directed to continue work until certified ‘Contract Complete’ by the RMC.
- g) In the event the Contracting Officer determines the delay is concurrent, but clearly apportioned, a bilateral modification will be executed with the price calculated as follows:

$$\text{Total Price of Extension} = (D(g) - D(c)) * (P/D)$$

D(g) = Government Responsible Delay (measured in days)  
D(c) = Contractor Responsible Delay (measured in days)  
(P/D) = Price/Day

The values for D(g) and D(c) will be determined by the Contracting Officer.

- h) If the Contracting Officer determines the delay is excusable, a modification will be executed to extend the Delivery Date, however, the Contractor shall not be entitled to recover a Daily Extension Rates.



- i) All terms and conditions under the contract apply to all modifications extending the delivery date. If the Contracting Officer and Contractor are unable to reach agreement regarding duration or compensability, the Government reserves the right to execute a unilateral modification utilizing the parameters outlined in paragraphs 5 through 8 above. Failure to agree on whether a compensable extension is appropriate or the duration of any delivery date extension shall be a dispute subject to the requirements of FAR 52.233-1(Alt. 1) 'Disputes.'

**NOTE E: SPECIAL AGREEMENT FOR GROWTH WITH A PRICE OF \$25,000 OR LESS**

- (a) To make administration of small dollar value growth more efficient and less costly, both parties (Government and Contractor) agree to a pre-priced value for individual growth items with an estimated price of \$25,000 or less. The Contract will include a firm fixed price for growth valued at \$25,000.00 or less. Zero-dollar changes and administrative contract changes (for example, drawing revision change where no additional work is required) shall not be executed using the Small Dollar Value Growth procedures, but will follow the change process.
- (b) The amount included in this Contract for the growth described above shall be equal to a maximum quantity of:
- **150** occurrences for growth work computed at a firm fixed price of \$ per occurrence, as associated with **SCLINS below for the USS PORTLAND (LPD 27) FY23 SRA:**
- (c) A Waterfront Circuit Team comprised of a small group of Contractor and Government representatives shall administer the Special Agreement for Growth with a value of \$25,000 or less. The Contractor shall establish a group of empowered representatives who will be located in proximity to the ship during the availability period and who will interact with a similar group of Government representatives (also to be located in close proximity to the ship and to be identified by the NSA). Specific arrangements for the Waterfront Circuit Team shall be mutually agreed between the Contractor and NSA.
- (d) The Contractor shall report proposed growth work through the normal CFR process in accordance with Contract terms. The Government may also independently identify growth work. No later than 24 hours after the final approval of the CFR, the Waterfront Circuit Team shall use best efforts to determine if the proposed growth is \$25,000 or less, and document the agreed to technical scope of work. The Contracting Officer shall direct the commencement of all growth work. Directed growth will be followed by documentation to appropriately reflect specification changes.
- (e) If the Waterfront Circuit Team is not able to reach agreement that the price of the growth work is \$25,000, or less, then it will be adjudicated through the LOE to Completion process identified in Section B, Note A. However, if negotiations reveal the value of growth work is \$25,000, or less, the task will be settled in accordance with the Small Dollar Value Growth procedure at the pre-priced value per occurrence identified in Section B, Note E, Paragraph 2, above.
- (f) The Contractor and Contracting Officer shall develop a growth tracker to identify and record the number of directed occurrences under this Note. All growth meeting the criteria of paragraph 1 above shall be accepted under this clause without delay and disruption in ship redelivery.
- (g) When the quantity of occurrences for Small Dollar Growth is depleted, the Small Dollar Growth process shall revert to the LOE to Completion process for remaining growth.
- (h) Within 30 days after the end of the contract period of performance, the Contractor and Contracting Officer, utilizing the growth work tracker, shall determine the number of pre-priced occurrences not directed under this contract. Accordingly, the Contracting Officer will decrease the contract price by an amount calculated by multiplying the remaining number of occurrences by the pre-established firm fixed price per occurrence.

- (i) Once the Small Dollar Value task has been agreed to and the GMR Form has been signed by the Contractor and Contracting Officer, neither party will be entitled to an adjustment should the expended man-hours and materials differ from the settled price.

#### **NOTE F: AVAILABILITY SCHEDULE PERFORMANCE**

- (a) The Contractor shall schedule the performance of all items of the work package, including work items included as both Base and Option items, so as to permit a contract scope increase which includes the following:
- Total contract wide number of labor hours and material dollars to complete growth work as described in NOTE A: LEVEL OF EFFORT TO COMPLETION –SHIP REPAIR, paragraph 1;
  - labor hours and \$material dollars to complete the typical amount of new work as evaluated in Attachment J-3, and
  - Total contract wide number of Small Value Dollar changes as described in NOTE E: SPECIAL AGREEMENT FOR CHANGES WITH A PRICE OF \$25,000 OR LESS, paragraph 2.
- (b) The Contractor agrees that these labor hours, and material, if tasked, shall be performed concurrently with all items in the work package, without impacting, accelerating, or causing delay or disruption to the work required, to any other Government contract, or to any other work in progress for the Government.
- (c) The growth or new work described above, if required, shall be tasked during the contract scheduled period, as may be modified, on the following schedule phasing:
- No more than 50% of the hours or material following the 50% schedule point of the availability (as measured in days between the “Start Availability” and “End of Availability” milestones outlined in Attachment J-5), adjusted for delay of delivery date.
  - No more than 25% of the hours or material following the 75% schedule point of the availability (as measured in days between the “Start Availability” and “End of Availability” milestones outlined in Attachment J-5), adjusted for delay of delivery date.

#### Section C - Descriptions and Specifications

##### SCOPE OF WORK

###### (a) GENERAL REQUIREMENTS

- (1) The Contractor, under the direction of the Regional Maintenance Center (RMC) as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and 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 **USS PORTLAND (LPD 27) FY23 SRA** 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.
- (2) The Contractor shall lead or participate in periodic meetings, as required, to facilitate status reporting related to **USS PORTLAND (LPD 27) FY23 SRA**. Forums will be conducted at a time mutually agreed to by primary participants. These meetings include, but are not limited to, the following:
- Post Award Conference (Government)

- Integrated Project Team Development (IPTD) Post-Award Event (Government)
- Contract Reading (Government)
- Arrival Conference (Government)
- IPTD Work Package Execution Review (WPER) (Government)
  - The IPTD WPER will take place at the RMC located at the vessel's homeport at A-60. If WPER cannot be conducted at A-60 due to late Award, the Naval Supervisory Authority (NSA) Project Manager (PM) and Lead Maintenance Activity (LMA) will need to determine a reasonable time prior to avail start to conduct the event.
- Schedule Model Review (SMR) (Contractor)
  - The Schedule Model Review will take place at the LMAs designated location per the J-Attachment requirement. The SMR will begin at A-59, or on first business day following the IPTD WPER. If SMR cannot be conducted at A-59 due to late Award, then NSA PM and LMA will need to determine a reasonable time prior to avail start to conduct the event.
  - Additional SMR's may take place at the 25%, 50% and 75% reviews if deemed appropriate by the Government.
    - Notification will be provided for any additional SMR's no less than 14 calendar days prior to the event.
- Project Management Reviews such as the 25%, 50%, 75%, and other meetings required to manage the overall availability to completion. (Government)
- Daily Production meetings. (Contractor)
- Weekly Progress meetings. (Contractor)
- Weekly Commanding Officer briefs. (Government)
- IPTD Completion Event (formerly known as "IPTD C+21 Post-Completion Meeting"). (Government)
- Provide all reports, required in accordance with NSI 009-01.

(3) Category I NSIs identified under Attachment J-1 are applicable to all items without further reference. Category II NSIs are applicable when invoked and/or referenced in individual work items specified in Attachment J-1. NSIs may be found at: <http://www.navsea.navy.mil/Home/RMC/CNRM/OurPrograms/SSRAC/NSI.aspx>. Contractor is obligated to submit all required reporting in accordance with applicable NSIs (See Contract Data Requirements List, DD 1423, Exhibit A003).

- All NAVSEA Standards items under this RFP and subsequent DO will be FY23 unless otherwise specified.

- (4) In addition to the Work Item Specifications and Work Item Plans, Drawings, and Other References and applicable NSIs, additional work item references not already in the possession of the Offerors, commercially available, listed under 52.211-2, are available through the following websites:
- (a) <https://jedmics.net/>
  - (b) <https://mfom.sscno.nmci.navy.mil/MFOM/DoDStatement.aspx>
  - (c) <https://nsedr.nnsy.navy.mil/>
- (5) 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.
- (6) The Contractor shall provide an integrated milestone plan for the availability. 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 PORTLAND (LPD 27) FY23 SRA** within the availability dates herein.
- (7) **INTEGRATED PRODUCTION SCHEDULE DEVELOPMENT, UPDATE, AND REVIEWS:**  
In support of NSI and CDRL requirements and to confirm the contractor has all available input for development of the IPS, 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 CNO availability, the contractor shall, with the RMC, conduct the IPTD WPER and SMR. The RMC will schedule the IPTD at A-60 (event timeline may be shifted left or right as required to meet the needs of the Planning Team (PT) and the individual availability) for CNO availabilities. The SMR shall begin at A-59 or on the first business day following the WPER. All IPS requirements must be compliance with NSI 009-60 during the course of contract performance.
- The Contractor shall formally present its IPS to the NSA at the SMR, Start of the Availability, 25% complete conference, 50% complete conference, 75% complete conference, production completion meetings, and for pre Sea Trials requirements. The IPS shall include 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:
    - The Contractor's latest, Government approved, IPS created in full compliance with NSI 009-60
    - The Contractor's current progress in preparing for and/or executing the Availability in accordance with their IPS. The Contractor shall provide an explanation and mitigation plan in the event of any preparation or execution delays in comparison to their IPS.
    - The Contractor's plan shall describe opportunities for schedule acceleration, associated costs, and potential risks and mitigations to remaining schedule attainment.
  - The Government hereby specifies that the contractor may complete the Availability utilizing other than a 5-day work week.
  - **INTEGRATED PRODUCTION SCHEDULE REVIEW MEETINGS:** In accordance with 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 Contractor 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

- 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.
- 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) business 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.
- NSI 009-60 Paragraph 4.2 is replaced by Section C, paragraph 1.7.4 of this Contract.
- The SUPERVISOR will provide, or direct provision, of the AIT, Government Contracted Third Party Maintenance Providers, S/F, CIS, and FMA availability data required for schedule integration in 3.1.1, 3.1.2.3, and the data required for 3.6.3. The Government will not provide or direct the provision of any representative detailed in paragraph 3.6 of NSI 009-60.
- The Contractor shall:
  - Be prepared to discuss planned production manning versus actual production manning by total, trades and subcontractors;
  - Identify known factors that may affect Key Events, Milestones and the Production Complete Date (PCD). Provide recommended courses of action to resolve problem areas.
  - 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;
  - Provide the SUPERVISOR with the following information for the 50 percent review conference:
    - 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;
    - A valve status list showing projected completion and reinstallation dates;
    - 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.
- 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 Adobe Acrobat (.pdf), Microsoft Excel (.xls), or Microsoft Word (.doc) compatible media per NSI 009-60 Table 2.

- 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.
- (8) LOGISTICS: The contractor shall develop and submit all logistics and technical data required, including but not limited to provisioning parts lists, engineering data for provisioning, design change notices, interim support items lists, provisioning technical documentation, demand only transaction reports, commercial off the shelf (COTS) equipment manual revisions, technical manual revisions, and purchase orders. (See CDRLs A005, B001 – B009 and C001 – C002).
- (9) SMALL BUSINESS SUBCONTRACTING REPORT: The Contractor shall execute a Small Business Subcontract Report in accordance with FAR Part 19 and the subcontracting goals identified in the RFP (See CDRL A001).
- (10) SITE INSPECTION: The Government may send a site inspection team to perform an inspection of the contractor's facility prior to arrival of the vessel.
- (11) GOVERNMENT FURNISHED MATERIAL: The contractor is to coordinate the delivery and/or pick-up of all Government Furnished Material (GFM) as cited in work specification(s), supporting drawings, references and/or Statement of Work (SOW) with the Project Manager (See CDRL A011).
- Turnover of GFM:
    - NAVSEA GFM for Modernization Work Items: All NAVSEA GFM for Modernization Work Items will be available at A-30 unless otherwise noted in Attachment J-9. The Contractor is required to coordinate turnover of NAVSEA GFM with the Project Manager following contract award.
    - TYCOM GFM for Repair Work Items: All TYCOM GFM will be available at A-30, unless otherwise noted in Attachment J-9. The Contractor is required to coordinate turnover of TYCOM GFM with the Project Manager following award.
  - In the event of a claim and/or request for equitable adjustment arising out of a late or adjusted turnover of GFM, the Contractor bears the burden of proving both delay and resulting impact to critical and/or controlling path work items.
  - GFM transportation costs shall be included in the contract. Change order will only be issued if there is a Government caused change to pick-up date(s). 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. GFM is listed in paragraph 5 of the Work Item(s) and in Attachment J-9.

- The Contractor is required to manage all GFM and CFM which includes purchasing, monitoring, receiving, inspecting, segregating, issuing, determining nonconformance, and disposing of material. This also includes providing an inventory system for both Government Furnished Material and Contractor Furnished Material, including ordering, tagging and warehousing of material. All materials selected for installation must meet the specified standard military performance specifications, Federal performance standards, and may require to be listed on a Qualified Products List (QPL) for shipboard installations.

(12) QUALITY ASSURANCE

- **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 DFARS 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 (See CDRL A006).
- **Quality Assurance – Specific Reporting Requirements:** 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 DFARS 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. (See CDRL A006). The Contractor shall submit all required reporting in accordance with Category I and invoked category II NSIs, including, but not limited to:
  - The Contractor shall submit all required reports associated with NSI 009-07, regarding opening and certification of tanks and spaces, in accordance with CDRL A007.
  - The Contractor shall meet all Process Control Procedure (PCP) reporting requirements in accordance with NSI 009-09 and CDRL A008.
  - The contractor shall meet all technical reporting requirements including those set forth in NSI 009-12 (See CDRL A009).
  - The Contractor shall meet all requirements relating to weight and stability reports for in-service surface ships in accordance with NSI 009-103 and CDRL A014.
- **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.

(13) 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 offeror's professional recommendation for resolution, which shall not exceed five (5) working days as specified below. Recommended repairs and corrective actions shall be submitted to the Government in the form of a CFR (intended to represent the "Work Request" described in DFARS 252.217-7028 "Over and Above Work") per CDRL A002.

- CONDITION FOUND NOTIFICATION TO GOVERNMENT: CFRs shall be submitted through the Navy Maintenance Database Re-platform (NMDR) within five (5) working days of discovery of the condition. At a minimum, the CFR will include the following:
  - (a) Identify contract, ship, and hull number
  - (b) Serialized by CFR number
  - (c) Identification of the applicable Work Item number
  - (d) Date requirement was discovered
  - (e) Description of the work requirement
  - (f) Specific location of the work
  - (g) Recommendation for corrective action
  - (h) 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.
  - (i) Identification of related changes, if any, to the internal milestones and production and contract completion dates.
  
- GOVERNMENT REVIEW AND RESPONSE TO CFR: The Maintenance Team will review the CFR. If the CFR is inadequate or incomplete, it will be rejected with time continuing to accrue (relative to five (5) working day requirement). 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. Accuracy of CFR submissions may be evaluated in CPARS and utilized for past performance ratings on future requirements. Additionally, deductions may be assessed in accordance with Attachment J-4, QASP.

(14) DATA REQUIRED FOR RCC AND LOE TO COMPLETION REQUESTS: In the event a growth requirement is validated and fully scoped, the Government may generate a RCC or GMR (in support of an LOE to Completion Request) which the ACO may request a firm fixed price proposal from the Contractor.

The contractor shall provide all Change Order Price Analysis (COPA) proposals to the ACO in response to RCCs and GMRs within seven (7) calendar 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 14 calendar days, unless otherwise specified on an individual RCC by the ACO. If the contractor intends to request settlement of a COPA prior to 14 calendar 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 14 calendar 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:

- (a) Labor hours to be performed by the Prime Contractor \_\_\_\_\_
- (b) Subcontractor Quote (If applicable) \$ \_\_\_\_\_
- (c) Material Quote (If applicable) \$ \_\_\_\_\_
- (d) Mark-up (If applicable) \$ \_\_\_\_\_

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

**Note 2 – Material:** Material pricing shall include a list detailing the source, part number, description, unit cost, quantities, total cost and underlying vendor quotes for each line item.

**Note 3 – Subcontractor Quotes:** 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 per FAR 15.404-3(b).

**Note 4 – Supporting Documentation:** The requirements for complete submission of a COPA stated above represents 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) which requires the Contractor provide whatever data the ACO needs in order to determine a fair and reasonable price.

**Note 5 – Late Submissions:** The above documentation must accompany the COPA for the COPA to be considered submitted to the ACO. The number of days a 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.

(15) **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.

- Pricing Methodology:

- Labor and Material Burden Rates: The Contractor agrees to price deletion RCCs at the same labor rate as proposed in the Attachment J-3 Pricing Workbook as follows:
- Partial or full work item deletion RCCs from the basic work package will be deleted at the labor rate as entered in Column F, Labor Rate in the work item index tab.
- Partial or full work item deletion RCCs from settled growth work or new work will be deleted at the labor rate and material burden rate as entered in the Labor & Material Burden Rate tab.

- Settled Deleted Price:

- 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 sub 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.
- 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 provide 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 provide and 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.
- 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 Column F, Labor Rate in the Work Item Index Tab of Attachment J-3.

(16) **MODIFICATION NEGOTIATION:** Once the Government receives the Contractor's COPA, it will evaluate and negotiate it in accordance with applicable Agency regulations and policies. If necessary, the Government may issue unilateral modifications to accomplish required work using the pre-priced labor and material rates, outlined in Attachment J-3 of this contract.

- (17) RECEIPT OF REPORTS/DOCUMENTATION: All documentation/reports received after 2:00 p.m., (PST) will count as received the following business day for the Government and Contractor.
- (18) NAVY MAINTENANCE DATABASE (NMD): The Contractor shall use NMD for the submission of Condition Found Reports 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, and inspection results), entering test and inspection plan (TIP) data, entering and adjudicating Corrective Action Requests (CAR) information, and CFR and Required Report submittal and management inside the program. NMD is located at <https://mfom.sscno.nmci.navy.mil/MFOM/DodStatement.aspx>.

When required, the Contractor shall have access to and use Naval Ships Engineering Drawing Repository (NSEDOR), Electronic Departures from Specifications (EDFS), and other logistic support required throughout the administration of this contract per the CDRLs and standard items invoked at the time of contract award.

(19) ORGANIZATION CHART AND EMPLOYEE ROSTER:

- ORGANIZATION CHART: Within 30 days of contract award, the Contractor shall 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, as well as identification of whether each individual is assigned to the contract full time. The organizational chart must represent the facility that will perform the work.
- 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.

- (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. The only exception to this is if the Contractor is ordered to stop for a safety reason.

If the Contractor believes it has been directed to perform work outside the scope of the contract, it must notify the Contracting Officer immediately.

(b) LOCATION

- (1) The required place of performance for the Availabilities shall be the Contractor's facility.

(c) COST, SCHEDULE AND FINANCIAL DATA

- (1) **USS PORTLAND (LPD 27) FY23 SRA** must be delivered, mission-ready, no later than the “Contract Complete – Mission Ready Vessel Delivered to Fleet” (“Contract Complete”) date included in Attachment J-5.
- (2) **MILESTONES:** In addition to the “Contract Complete” date included in the Attachment J-5, the Government has established execution dates for the milestones identified in Attachment J-5. If any milestone event is not accomplished by the date provided, and the failure to accomplish is due to the fault or negligence of the Contractor, such failure may constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of this contract entitled “DEFAULT” (DFARS 252.217-7009).
- (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 clock (8) hours or less in duration (and is not the cumulative effect of labor hour impact). Minor delays and/or disruptions are considered normal rather than unusual occurrences during the performance of tasks ordered under these resulting contracts. The Government will not provide any schedule relief for minor delays/disruptions.

The burden is on the Contractor to establish a delay/disruption is not minor in nature, by immediate verbal notification to the Project Manager and Contracting Officer, followed by a written statement 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, and impact to the critical path and/or controlling work items.

The ACO, in coordination with the Project Manager, will issue a written determination as to whether the contractor has met its burden and schedule relief will be granted.

- (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.
- (5) **MILESTONES FOR CERTAIN REPORTS:** The Contractor shall complete the necessary work associated with the reports due on or before the first 20% of the docking duration as well as the reports due on or before the first 20% of the availability duration and submit to the Government the required reports in the necessary format and containing the required information as specified in the Work Item in accordance with their prescribed due dates or be subject to the deductions provided in Attachment J-4 (QASP).
- (6) **END COST DATA:** In accordance with the reporting requirements in CDRL A016, 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:
  - Subcontractor hours and material cost may be estimated based on the actual Prime Contractor outlay to subcontractors.
  - The Contractor is not required to provide final actual prime or subcontractor labor costs, or final total actual prime or subcontractor work item costs.

(7) MONTHLY MANPOWER REPORT: Monthly manpower management information shall be provided in accordance with the requirements of CDRL A017.

(a) SAFETY

- 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.
- 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:
  - Protective hard hats that meet the following specifications:
    - 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.
    - 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]
  - Approved type Plano or prescription glasses meeting the following specifications:
    - 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.
    - 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.]
  - Safety toe shoes, with built-in protective toe box that meet the following specifications:
    - 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.
    - 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.]
- 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.

- **FORCE PROTECTION CONDITION:** The Government 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 your proposal. Contractors will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.
- **FIRE DRILL:** The Contractor shall coordinate the execution of a full scale fire drill with the NSA within the first 30 days after the ship's arrival at the Contractor's facility. The drill will include at a minimum the requirements of the drill specified in NSIs 009-08 (Shipboard Fire Protection and Fire Prevention; accomplish), 009-07 (Confined Space Entry, Certification, Fire Prevention and Housekeeping; accomplish), and 009-74 (Occupational, Safety and Health Plan; accomplish). For the Contractor, this drill will require all production work to stop for a minimum of 4 hours during day shift on the selected day. 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 in the process of the drill, and the Contractor will be responsible for restoring them after the drill. This drill will require involvement with the local fire department. An additional fire drill may be required if the availability exceeds 180 days. All costs associated with drill and production time losses shall be included in 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. The Contractor will account for required fire drills in the proposed work schedule.
- **PHYSICAL SECURITY:** Contractor shall price full compliance with NSI 009-72, including waterborne security, into its proposal.

(b) OTHER REQUIREMENTS

- **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 Government-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 Naval Supervising Activity (NSA).  
PED's include:
  - (a) mobile computing devices such as personal digital assistants (PDA's);
  - (b) hand-held or laptop computers;
  - (c) mobile telephone devices such as data-enabled cellular telephones;
  - (d) two-way pagers, including those with e-mail capability;
  - (e) analog and digital sound recorders; and
  - (f) digital cameras, including cellular phones with digital imaging capabilities.
- **NON SMOKING POLICY:** For bidding purposes, Contractors are advised that in light of the Government'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. Local installation policies shall also apply.

- **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 Proposal Due 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).
- **PAINT ABATEMENT:** Abatement work will be conducted in accordance with NSI 009-32. Paint abatement will be included as part of offerors proposed pricing and is not subject to additional growth.
- **FIRE PREVENTION:** The Contractor will meet requirements of the NAVSEA Industrial Ship Safety Manual, for fire prevention and response (8010 Manual) and NSIs 009-01, 009-07, 009-08, and 009-74. The Contractor will account for required fire drills in the proposed work schedule. Availability of ship fire main will be determined by the Project Manager
- **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, which lists all affected spaces requiring a compartment closeout along with the assigned Key Event or Milestone.
- **CRITICAL WORK AUTHORIZATION DURING AND BEYOND NORMAL BUSINESS HOURS:** The Contractor shall accept any form of electronic media or verbal Authorizations to Proceed (ATP), Not-to-Exceed (NTE) obligations and Unfinalized Contract Actions (UCAs) from the Contracting Officer during and after normal hours, including weekends and holidays. Any verbal authorization will be followed up by written confirmation by the ACO within 24 hours.
- The Government may determine that new work or growth work discovered during execution of an availability may have to begin at the time the work is identified but before receiving a proposal. The Government reserves the right to issue an unpriced change order (UCO), unpriced GMR, or a UCA to direct the contractor to begin the work. The Government will provide the Contractor a ceiling amount, not to exceed amount, and a definitization schedule. The Contractor's growth/new work rate established in Note B, shall be utilized when establishing the NTE amount. The contractor shall promptly begin work after receiving verbal or written direction by the Contracting Officer. The Contractor shall then submit a qualifying proposal in accordance with the definitization schedule. The ceiling amount will be adjusted after evaluation of the Contractor's qualifying proposal. The contractor will be held responsible for any delay in completing work due to failure to comply with the Contracting Officer's direction

(c) ACCOUNTABILITY OF LEVEL OF EFFORT TO COMPLETION GROWTH

- In addition to the specific requirements of the job order or contract, the Contractor shall accomplish the following:
- Following receipt of a RCC, provide a COPA to the ACO (which meets the requirements of Section C, paragraph 1.13 above) and a signed Growth Management Request (GMR). The Contractor must provide the COPA and sign and deliver the GMR and supporting documentation to the SUPERVISOR and ACO.
- The SUPERVISOR and ACO shall review the estimate submitted and if in agreement, shall sign the GMR authorizing the work at the labor hour and material dollars quoted. No work will be authorized prior to the Contracting Officer's signature.
- In the event the Contractor's estimate differs from that of the RMC, the labor hours and material

dollars shall be negotiated immediately to reach a labor hour/price agreement. The negotiated labor hour and material dollars shall then be entered into the "Negotiated Price" blocks with the required signatures. If a labor hour/price agreement cannot be reached, then the ACO may direct the Contractor to accomplish the work at a unilaterally directed labor hour/price position. Any disagreement with this direction shall be addressed in accordance with FAR 52.233-1(Alt. 1), Disputes. Additionally, if the cost of performing the disputed direction exceeds \$100,000, the Contractor is required to comply with FAR 52.243-6, Change Order Accounting.

- Submit one legible copy, in approved transferrable media, of a weekly report listing all LOE to Completion items to the SUPERVISOR.
  - The report shall contain the following: Work Item number, GMR number, the labor hours and material dollars negotiated for each authorized LOE to Completion work, and the total labor hours and material dollars negotiated to date, and the remaining balances allocated by CLIN.
- 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.
- Submit one legible copy, in approved transferrable media, of a final report no later than five days after completion of the availability to the SUPERVISOR.
  - The report shall contain the same information specified in 6.4.1.
- The labor hours and material dollar requirements listed in the LOE to Completion SCLINs 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 Master Ship Repair Agreement (MSRA)/The Agreement for Boat Repair (ABR).
- The labor hour reservation shall include Prime Contractor efforts only.
- 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 1.14. 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.
- 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.
- 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.
- NAVSEA Contract text C-217-H005 GROWTH AND NEW WORK (NAVSEA JAN 2019) is not applicable to the following SCLINs:

<b>LOE SCLINs</b>
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1000AA
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1000AB
1000AC
1000AD
1000AE
1000BA
1000BB
1000BC
1000BF
1000BD
1000BE
2000BA
2000BL
2000BB
2000BM
2000BC
2000BD
2000BE
2000BF
2000BG
2000BH
2000BJ
2000BK
3000BA
3000BB
3000BC
3000BD
3000BE
3000BF
3000BG

(d) ACCOUNTABILITY OF SMALL DOLLAR VALUE GROWTH ITEMS

- 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:
- 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 E. The Contractor shall provide the estimated start date. No work will be authorized prior to the Contracting Officer's signature.

- Submit one legible copy, in approved transferrable media, of a weekly report listing all SDVG items tasked to the SUPERVISOR.
  - The report shall contain the following: Work Item number; GMR number; total original quantities of SDVG occurrences obligated under each SCLIN; the quantities and occurrences tasked; and the remaining balances allocated by SCLIN.
- A TDL will be issued on a weekly basis to adjudicate all authorized SDVG occurrences in order to permit the Contractor to invoice progress against the total amount allocated under each SCLIN.
- The Contractor shall submit one legible copy, in approved transferrable media, of a final report no later than five (5) days after completion of the availability to the SUPERVISOR.
  - The report shall contain the same information specified in Section C, paragraph 7.3.1.
- The requirements listed in the SDVG SCLINs 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.
- In the event the quantity of occurrences for SDVG items is depleted, the SDVG process shall revert to the LOE to Completion process for remaining growth.
- Once the scope of work for a task has been listed and an agreed to, neither party will be entitled to an adjustment based on actual labor hours or material dollars required.

(e) ACCOUNTABILITY OF RESERVE GROWTH

- The LOE to Completion SCLINS will be administered separately than the reserve growth embedded in the individual work items in the work package.
- The Contractor shall provide an estimate of labor 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 1.11.
  - All work to be accomplished must be within the scope of the specific Work Item identifying the RTR.
- 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 ACO shall then be the final signatory, providing authorization for the Contractor to start work.
  - If there is a discrepancy between the Contractor’s estimate and the Government’s position, the labor hours and material dollars shall be negotiated immediately, prior to any authorization of work. The negotiated labor 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.
- Submit one legible copy, in approved transferrable media, of a weekly report listing all RTR Work Items to the SUPERVISOR.

- The report shall contain the following: work item number; RTR Control Form number; RTR paragraph number; the labor hour and material dollars negotiated for each tasking; and the remaining labor hour and material balances allocated by Work Item.
- Submit one legible copy, in approved transferrable media, of a final report no later than five (5) days after completion of the availability to the SUPERVISOR.
  - The report shall contain the same information specified in Section C, paragraph 8.4.1 above.
- The RTR labor 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.
- The labor 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.
- The balance of labor 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.
- The information received in the consolidated final report of Section C, paragraph 8.5 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.
- The reservations listed in the individual work items are not to be considered Time and Material or LOE to Completion. Once the scope of work for a RTR has been listed and the number of labor hours and amount of materials has been agreed to, neither party will be entitled to an adjustment based on the actual labor hours or material dollars required.

#### CLAUSES INCORPORATED BY FULL TEXT

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

- (1) Department - means the Department of the Navy.
- (2) 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.
- (3) 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.
- (4) 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:

- 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.

- 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.

(End of text)

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

(1) 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.

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

(i) The support contractor not disclose any information;

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

(iii) 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,

(iv) 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.

(3) 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.

(4) 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.

(End of text)

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.

(End of text)

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

(1) 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.

(2) 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.

(End of text)

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, a Plant Protection Plan (FSP REV-G) 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.

(End of text)

#### 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.

(End of text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(1) Definitions.

- A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

- A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(2) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

None

(End of text)

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.

(End of text)

#### 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.

(End of text)

#### C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2022)

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 LPD 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.pdrep.csd.disa.mil/>

(End of text)

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

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(End of Text)

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

(g) 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 \_\_\_\_\_ in response to Solicitation No. N55236-22-R-0012.

(h) 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.

(End of text)

C-217-H005 GROWTH AND NEW WORK (NAVSEA) (JAN 2019)

1. The Contractor is required to notify the Contracting Officer via email regarding growth and new work within 30 days of discovery:

- of any apparent errors or omissions in the contract (SF 33, specifications, drawings, etc.); and,
- of any/all conflicts between the contract package and actual conditions observed during ship check(s) and/or contract execution.

2. Growth work is synonymous with over and above work, which is described in DFARS 252.217-7028, Over and Above Work and it provides the process for adjudication.

3. New work is distinguished from over and above work and is outside the scope of the competitively procured requirement. New work will be approved in accordance with FAR Part 6 and associated policies and procedures.

4. The Government will NOT negotiate modifications to increase the contract price to address errors or omissions to the contract package which were reasonably apparent to the contractor prior to proposal submission.

(End of Text)

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:

- 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.

- Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

- Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

- A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

- 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.

- Contractor's plan for ascertaining citizenship and for screening employees for security risk.

- 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.

- Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

- 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.

(End of text)

#### 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:

- Protective hard hats that meet the following specifications:

- 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.

- 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]

- Approved type Plano or prescription glasses meeting the following specifications:

- 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.

- 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.]

- Safety toe shoes, with built-in protective toe box that meet the following specifications:

- 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.

- 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.]

(End of text)

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

### 2. 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.

3. 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.

- 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).

- 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.

- 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.

- 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.

- 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.

- 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.

- 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.

- 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).

4. 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.

(End of Text)

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

##### a. General

- 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.

- 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.

- Materials contained in ship systems are not waste until after removal from the system.

b. Identification of Hazardous Wastes - 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

- 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.

- 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.

- 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.

- 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.

- 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.

- 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 NSA 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 designated representative for completion after the hazardous waste has been identified.

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

(End of Text)

#### C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001-A003; A005-A009; A011; A014; A016 – A017; B001-B009; C001-C002, attached hereto.

(End of Text)

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

(a) 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).

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) Compliance with this requirement is a material requirement of this contract.

(End of text)

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.



(End of text)

C-228-H002 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (JAN 2019)

(1) In accordance with the clause(s) of this contract entitled "Insurance--Work On a Government Installation" (FAR 52.228-5) and "Liability and Insurance" (DFARS 252.217-7012), as applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

- Workers' compensation and employer's liability coverage shall be at least \$100,000, except as provided in FAR 28.307-2(a), if applicable
  
- Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
  
- Automobile liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(2) To be approved by the Contracting Officer, insurance certificates must include the following cancellation policy statement: Prior to cancellation or material change in coverage, the contractor shall give 30 days written notice to the Contracting Officer.

(3) Physical work cannot begin until the insurance certificate has been approved by the Contracting Officer. Failure to provide an acceptable insurance certificate will not remove the contractor's responsibility to meet the delivery requirements outlined in Section F and FAR 52.211-11, Liquidated Damages – Supplies, Services, or Research and Development, if applicable.

(End of text)

C-233-H002 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--ALTERNATE I (NAVSEA) (JUL 2019)

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

- (ii) Description of work necessary to undo work already completed which has been deleted by the change;
  - (iii) Description of work which is substituted or added by the change. A list of identifiable components and equipment (not bulk materials or items) involved, should be included. Separate descriptions are to be furnished for design work and production work;
  - (iv) Description of interference and inefficiencies in performing the change;
  - (v) Description of disruption attributable solely to the change; which description shall include the following information:
    - Description of each identifiable element of disruption and how work has been, or may be, disrupted;
    - The calendar period of time during which disruption occurred, or may occur;
    - Area(s) of the Contractor's operations where disruption occurred, or may occur;
    - Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;
    - Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
    - Description of any measures taken to lessen the disruptive effect of the change;
  - (vi) Delay in delivery attributable solely to the change;
  - (vii) Other work or increased costs attributable to the change;
  - (viii) Supplementing the foregoing, a narrative statement of the nature of the alleged Government act or omission, when the alleged Government act or omission occurred, and the "causal" relationship between the alleged Government act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.
- (3) Each proposal submitted in accordance with this requirement shall include a copy of the Contractor's ship's labor budget at the cost level in effect as of the date the event began, the cost incurred at the cost level as of the same date, and the proposed effect of the change at the cost class level.
- (4) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(1) through (b)(8) above, or that the Contractor may not reasonably be able to furnish

complete information on all of the factors listed in subparagraph (b)(1) through (b)(8) above. Accordingly, the Contractor is only required to set forth in its request for equitable adjustment information with respect to those factors which are relevant to the individual request for equitable adjustment, or in the level of detail which is reasonably available to the Contractor.

- (5) In addition to any information required under paragraph (b) above, each proposal submitted in support of a claim for equitable adjustment, under any requirement of this contract, in an amount which requires certified cost or pricing data, shall contain such cost or pricing data as the Contracting Officer shall require with respect to each individual claim item, and 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, with the information submitted pursuant to subparagraphs (b)(1) through (b)(8) hereof.

(End of text)

#### C-233-H003 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (OCT 2018)

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

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

(End of text)

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

(1) 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.

(2) 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.

(End of text)

C-245-H003 FACILITIES TO BE GOVERNMENT FURNISHED--ALTERNATE I (NAVSEA) (MAR 2019)

(i) The price and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the price or delivery schedule or both, shall be made pursuant to the clause entitled "Changes--Fixed Price" (FAR 52.243-1) or "Changes--Cost-Reimbursement" (FAR 52.243-2), as applicable, provided; however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

(ii) The Contractor is authorized to use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon receipt of each item of approved facilities, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

(iii) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

(End of text)

C-245-H004 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--BASIC (NAVSEA) (MAY 2019)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

- The Contracting Officer may at any time by written order:
  - delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or
  - add items of data or information to the attachment identified in Section J; or
  - establish or revise due dates for items of data or information in the attachment identified in Section J.
- If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this

contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

- From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; or
- By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094  
Telephone (215) 697-6396  
Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

(End of text)

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:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) 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:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

(End of text)

C-245-H009 DISPOSAL OF SCRAP (NAVSEA) (JAN 2019)

(a) All Government scrap resulting from accomplishment of work under this contract is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.

(b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.

(c) This requirement is not intended to conflict in any way with the clause of this contract entitled "Performance" (DFARS 252.217-7010) or any Government Property clause, nor does it relieve the Contractor of any other requirement under such clauses.

(End of text)

C-245-H010 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (JAN 2019)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless such property is approved in writing by the contracting officer. The Contractor agrees that all such property shall comply in all respects with the specifications contained herein.

(End of text)

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):

<u>CLIN</u>
0001, 0002, 0003, 1000, 2000, 3000

(End of text)

C-246-H004 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (JAN 2019)

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

(b) In instances where the Contractor is using commercial facilities to satisfy the berthing requirement, the Contractor hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:

(c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, (*insert names of Subcontractor providing berthing facilities*) hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

(End of text)

C-246-N001 NONDESTRUCTIVE TESTING (NDT) PROCEDURE APPROVAL (NAVSEA) (JAN 2019)

All NDT procedures shall be submitted for approval by thirty (30) days prior to production use. Procedures shall be in accordance with the controlling fabrication document. Evidence of prior approval may be submitted in lieu of procedure submittal for application requirements.

(End of text)

C-246-N003 WELDING PROCEDURE(S) AND PROCEDURE QUALIFICATION DATA (NAVSEA) (OCT 2018)

The Contractor shall submit welding procedure(s), together with the procedure qualification data, for approval per CDRL \_\_\_\_\_. The procedure qualification data shall be in accordance with the controlling fabrication document. A certificate of prior submission may be submitted in lieu of procedure test data for applications which do not exceed the controlling parameters of the prior approval.

(End of text).

C-251-H001 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (OCT 2018)

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "Government Supply Sources" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipment, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This contract has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipment and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore, materials, equipment, or other supplies ordered or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipment, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the

#### Section D - Packaging and Marking

#### 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.

(End of text)

#### 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:

- (1) name and business address of the Contractor
- (2) contract number

(3) sponsor: Richard Herrick  
(Name of Individual Sponsor)  
Southwest Regional Maintenance Center  
(Name of Requiring Activity)  
San Diego, California  
(City and State)

(End of text)

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.

(End of text)

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of text)

D-247-W002 UNPACKING INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED TBD [*insert location*]." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(End of Text)

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-16	Responsibility For Supplies	APR 1984
252.217-7005	Inspection and Manner of Doing Work	JUL 2009

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.

(End of text)

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.

(End of text)

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

Item(s) CLINS 0001, 0002, 0003, 1000, 2000, 3000 - Inspection and acceptance shall be made at destination by a representative of the Government.

(End of text)

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.

(End of text)

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.

(End of text)

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-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.

(End of text)

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.

(End of Text)

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

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
252.204-7006	Billing Instructions	OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

52.246-26 REPORTING NONCONFORMING ITEMS (NOV 2021)

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

Common item means an item that has multiple applications versus a single or peculiar application.

Counterfeit item means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

Critical item means an item, the failure of which is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the item; or is likely to prevent performance of a vital agency mission.

Critical nonconformance means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.

Design activity means an organization, Government or contractor, that has responsibility for the design and configuration of an item, including the preparation or maintenance of design documents. Design activity could be the original organization, or an organization to which design responsibility has been transferred.

Major nonconformance means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

Suspect counterfeit item means an item for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic.

(b) The Contractor shall--

(1) Screen Government-Industry Data Exchange Program (GIDEP) reports, available at [www.gidep.org](http://www.gidep.org), as a part of the Contractor's inspection system or program for the control of quality, to avoid the use and delivery of counterfeit or suspect counterfeit items or delivery of items that contain a major or critical nonconformance. This requirement does not apply if the Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;

(2) Provide written notification to the Contracting Officer within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller,

customer, third party) that any end item, component, subassembly, part, or material contained in supplies purchased by the Contractor for delivery to, or for, the Government is counterfeit or suspect counterfeit;

(3) Retain counterfeit or suspect counterfeit items in its possession at the time of discovery until disposition instructions have been provided by the Contracting Officer; and

(4) Except as provided in paragraph (c) of this clause, submit a report to GIDEP at [www.gidep.org](http://www.gidep.org) within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller, customer, third party) that an item purchased by the Contractor for delivery to, or for, the Government is--

(i) A counterfeit or suspect counterfeit item; or

(ii) A common item that has a major or critical nonconformance.

(c) The Contractor shall not submit a report as required by paragraph (b)(4) of this clause, if--

(1) The Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;

(2) The Contractor is aware that the counterfeit, suspect counterfeit, or nonconforming item is the subject of an on-going criminal investigation, unless the report is approved by the cognizant law-enforcement agency; or

(3) For nonconforming items other than counterfeit or suspect counterfeit items, it can be confirmed that the organization where the defect was generated (e.g., original component manufacturer, original equipment manufacturer, aftermarket manufacturer, or distributor that alters item properties or configuration) has not released the item to more than one customer.

(d) Reports submitted in accordance with paragraph (b)(4) of this clause shall not include--

(1) Trade secrets or confidential commercial or financial information protected under the Trade Secrets Act (18 U.S.C. 1905); or

(2) Any other information prohibited from disclosure by statute or regulation.

(e) Additional guidance on the use of GIDEP is provided at <http://www.gidep.org/about/opmanual/opmanual.htm>.

(f) If this is a contract with the Department of Defense, as provided in paragraph (c)(5) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), the Contractor or subcontractor that provides a written report or notification under this clause that the end item, component, part, or material contained electronic parts (i.e., an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly)) that are counterfeit electronic parts or suspect counterfeit electronic parts shall not be subject to civil liability on the basis of such reporting, provided that the Contractor or any subcontractor made a reasonable effort to determine that the report was factual.

(g) Subcontracts.

(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert this clause, including this paragraph (g), in subcontracts that are for--

(i) Items subject to higher-level quality standards in accordance with the clause at Federal Acquisition Regulation (FAR) 52.246-11, Higher-Level Contract Quality Requirement;

(ii) Items that the Contractor determines to be critical items for which use of the clause is appropriate;

(iii) Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of this clause, if the subcontract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and this contract is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)); or

(iv) For the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of this clause.

(2) The Contractor shall not insert the clause in subcontracts for--

(i) Commercial products and commercial services; or

(ii) Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.

(3) The Contractor shall not alter the clause other than to identify the appropriate parties.

(End of clause)

## 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—

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

(2) 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:

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

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

(ii) For fixed price line items—

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

Navy Shipbuilding Invoice

(B) 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

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

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

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

(3) 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\*



<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N55236
Admin DoDAAC**	N55236
Inspect By DoDAAC	N55262
Ship To Code	N55262
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N55262
Service Acceptor (DoDAAC)	N55262
Accept at Other DoDAAC	N/A
LPO DoDAAC	N55262
DCAA Auditor DoDAAC	Q97233
Other DoDAAC(s)	N/A

(4) 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.

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

(g) WAWF point of contact.

(1) 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

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

(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 Allocation Method Office
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 Allocation Method	Office
52.232-5, Payments Under Fixed-Price 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, Payments	Progress	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, Payments for Foreign Military Sales Acquisitions	Progress	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.	
<p>*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).</p>							

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

<u>Item</u>	<u>Type</u>
CLINS 0001, 0002, 0003,	Firm-Fixed Price
1000, 2000, 3000	

(End of text)

#### 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.

(End of text)

#### 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:

(i) The Procuring Contracting Officer (PCO) is:

Name: Linde Heinrich

Address:

3577 Brinser St., Ste. 1

San Diego, CA 92136

Phone: (619) 339-7287

E-mail: [linde.heinrich@navy.mil](mailto:linde.heinrich@navy.mil)

(ii) The Contract Specialist is:

Name: Jennifer Zercher

Address:

3577 Brinser St, Ste.1

San Diego, CA 92136

Phone: (619) 571-4497

E-mail: [jennifer.zercher@navy.mil](mailto:jennifer.zercher@navy.mil)

(iii) The Administrative Contracting Officer (ACO) is:

Name: Zoeth Browne

Address:

3577 Brinser St, Ste.1

San Diego, CA 92136

Phone: (619) 571-4489

E-mail: [zoeth.s.browne.civ@us.navy.mil](mailto:zoeth.s.browne.civ@us.navy.mil)

(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:

N/A

(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.

N/A

(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: Richard Herrick

Address:

3577 Brisner St, Ste.1  
San Diego, CA 92136  
Phone: (619) 572-9089

E-mail: [richard.m.herrick@navy.mil](mailto:richard.m.herrick@navy.mil)

(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.

N/A

(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: Cindy Shaver

Address:

Assistant Secretary of the Navy, RD Acquisition  
Washington, DC 20350  
Phone: (703) 614-9595

E-mail: [cindy.shaver@navy.mil](mailto:cindy.shaver@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: [ \* ]

Address:

[ \*Street ]

[ \*City, State, Zip ]

Phone: (Area Code) xxx- [xxxx];

E-mail: [ \* ]

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

Name: Robert Heger

Title: Program Manager

Address:

1995 Bay Frount Street  
San Diego CA, 92113

Phone: (619) 234-8851 ext 550

E-mail: robert.heger@cmsd-msr.com

[ \* ] To be completed at contract award

(End of text)

#### 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 [insert activity name]. 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 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.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(f) 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.

(End of text)

#### Section H - Special Contract Requirements

#### SPECIAL CONTRACT REQUIREMENTS

##### WORK AUTHORIZATION DURING AND AFTER NORMAL BUSINESS DAYS AND HOURS:

1. 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 PROCEDURES:** 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 (g) (1) "Send additional notification to" in WAWF to ensure the Project Manager and CS/ACO are notified the invoice is ready for review.
  - 4.4. 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-12 Progress Payment Tracker Spreadsheets. The spreadsheets at a minimum shall include the amounts obligated and/or authorized,



retention, and amounts of current invoices.

4.5. 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.

4.6. 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.

5.3. 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

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.

(End of text)

#### 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

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 unlabeled 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](mailto:andres.quinones@navy.mil)

(End of text)

## H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (DEC 2020)

### (a) Definitions:

(1) Test, Measurement, and Diagnostic Equipment (TMDE). Includes all devices used to measure, calibrate, gage, test, inspect, diagnose, or otherwise examine materials, supplies, and equipment to quantitatively or qualitatively determine compliance with specifications and tolerances, engineering drawings, technical orders, technical manuals, or use requirements and instructions.

(2) Calibration Standard. A measuring instrument or artifact used as a reference to establish and maintain the accuracy of other measuring instruments or artifacts. Calibration standards may be used to calibrate other standards

of lesser accuracy or to calibrate test and measurement equipment directly.

(3) Calibration. The comparison of a measurement system or device of unverified accuracy with a measurement system of known and greater accuracy to detect deviation of the unverified measurement system from required performance specifications (of the unverified measurement system or device) and to quantify all measured values to applicable units of the international system of units.

(4) Calibration Service Providers. Commercial calibration activities and other government agencies that provide calibration services to the Navy and Marine Corps as a major line of business.

(5) Commercial Service Providers. Suppliers of Navy test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide low volume, model specific, or unique parameter calibration services.

(6) Measurement Traceability. The property of a measurement result that can be related to a national or international measurement standard through a documented, unbroken chain of calibrations, each with a stated measurement uncertainty. Individual measurement results must be traced through an unbroken chain of calibrations to accepted references, such as: U.S. national standards such as, the U.S. Naval Observatory, ratio and consensus standards, natural physical constants, or the national standards of other countries correlated with U.S. national standards as held or directed by National Institute of Standards and Technology and Department of Defense (DoD) approved sources.

(7) The End of Period Measurement Reliability. The probability that all the applicable measurement quantities of a test, measurement, and diagnostic equipment are within tolerance at the end of the calibration interval assigned to the given test, measurement, and diagnostic equipment.

(8) Calibration Interval. The periodicity between calibrations that is assigned to achieve Navy end of period measurement reliability objectives for test, measurement, and diagnostic equipment.

(9) The Probability of False Acceptance. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect acceptance decision.

(10) The Probability of False Rejection. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect rejection decision.

(11) The Test Uncertainty Ratio (TUR). The ratio of the difference between the upper and lower tolerance limits for a measurement quantity subject to calibration, to the difference between the upper and lower 95 percent uncertainty limits for the measurement process used for calibration.

(b) Test, measurement, and diagnostic equipment and automatic test systems are used to monitor and test systems, equipment, devices, and the environmental conditions under which these systems and personnel operate. The accuracy of Navy and Contractor test, measurement, and diagnostic equipment and automatic test systems used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all test, measurement and diagnostic equipment used for quantitative or qualitative measurements is maintained and calibrated in accordance with U.S. national standards ANSI/NCSL Z540.3 Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006 or ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017.

(c) Calibration certification to Navy standard NAVSEA 04-4734B, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual, 1 Dec 2006, is acceptable in place of NCSL Z540.3 and ISO/IEC 17025:2017 accreditations. ANSI/NCSL Z540.3 and ISO/IEC 17025:2017 accreditations must be performed by an U.S. headquartered accreditation body that is a signatory of the Navy Calibration Cooperative Agreement. Calibration

accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ISO/IEC 17025:2017 or ANSI/NCSL Z540.3 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope. For activities certificated to NAVSEA 04-4734B, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect TMDE end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than 4:1 or ensure a probability of false acceptance of 2% or less and a probability of false rejections of 15% or less. Calibration procedures and methods used by the contractor shall be provided to the Government upon request.

(d) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor subcontracts or outsources the initial or reoccurring calibration of test, measurement, and diagnostic equipment, the respective calibration laboratory must also meet the requirements of paragraphs (b) and (c).

(e) Calibration service providers and commercial service providers, and all of their employees, who supply or calibrate Navy test, measurement, and diagnostic equipment, shall be certified or accredited to the requirements of the NAVSEA manual or the ISO or ANSI specifications cited in paragraphs (b) and (c).

(End of text)

#### Section I - Contract Clauses

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class

of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

-----

Contract line, subline, or exhibit	
line item No.	Item description
-----	-----
.....	.....
-----	-----

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or



the following table:

Contract line, subtitle, or exhibit	
line item No.	Item description
.....	.....

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
- (2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/iuidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in)-----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021

52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.219-4 (Dev)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2020-O0008)	SEP 2021
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt II	Small Business Subcontracting Plan (NOV 2021) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016

52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	DEC 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 (Dev)	Progress Payments (DEVIATION 2020-O0010)	NOV 2021
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018

52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	SEP 2016
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	JAN 2017
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	NOV 2020
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7006	Title	DEC 1991
252.217-7007	Payments	DEC 1991
252.217-7008	Bonds	DEC 1991
252.217-7009	Default	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7011	Access to Vessel	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.217-7013	Guarantees	DEC 1991
252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2019
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005



252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7021	Trade Agreements--Basic	SEP 2019
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	DEC 2017
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	DEC 2018
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052 (Dev)	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (DEVIATION 2020-O0006)	OCT 2020
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.241-7001	Government Access	DEC 1991
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.249-7002	Notification of Anticipated Contract Termination or Reduction	JUN 2020
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$5,800 per calendar day of delay for the USS PORTLAND (LPD-27) until the work is completed or accepted. For large businesses, the sum of liquidated damages, across all milestones in the table below, shall not exceed 10% of the total value of the contract at the time of the occurrence of the applicable milestone listed below, including any option SCLINs that have been exercised.

<b>USS PORTLAND (LPD-27) FY23 DSRA</b>	<b>Liquidated Damage Incurred per Day for each Milestone</b>	<b>Maximum Liquidated Damage Associated with each Milestone</b>
Production Completion Date (PCD)	\$5,800	\$40,600
Combat Systems Light Off	\$4,350	\$165,300
Availability Complete – Mission Ready Vessel Delivered to the Fleet	\$198,499	Up to total maximum liquidated damage

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service

clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

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

(End of clause)

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52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is dollars.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within [\(See Table below\)](#). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.223-3 HAZARDOUS 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

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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.

(End of clause)

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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### 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

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

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at [https://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg).

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)

### 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

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Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

- (1) Consists of--
  - (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review;
  - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
  - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

- (1) Consists of--
  - (i) A review of a contractor's Basic Assessment;
  - (ii) A thorough document review; and
  - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment Methodology at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

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(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

	Brief				
System security plan	CAGE codes supported by this plan	description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.



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(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171

DoD Assessment, as described in [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

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Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

1. For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
2. For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise

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identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

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-----  
 Contract line, subtitle, or exhibit  

line item No.	Item description
.....	.....

 -----

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

-----  
 Contract line, subtitle, or exhibit  

line item No.	Item description
.....	.....

 -----

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of

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messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

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(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in)---- , Unique Item Identifier Report

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for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (DEC 2012)

(a) A **Firm Fixed Price (FFP)** is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit **Fixed Price** proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data).

EVENT	COMPLETION
Commence Negotiations	22 OCTOBER 2022
Definitize Contract (NLT)	09 JANUARY 2023

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated **Firm Fixed Price (FFP)** in no event to exceed

(End of clause)

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252.217-7028 OVER AND ABOVE WORK. (DEC 1991)

(a) "Definitions."

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

- (i) Within the general scope of the contract;
- (ii) Not covered by the line item(s) for the basic work under the contract; and
- (iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.