



Continental Maritime  
of San Diego

**CONTINENTAL MARITIME OF SAN DIEGO**

**USS OMAHA (LCS-12)**

**FY25 SRA REPAIR PROGRAM**

**N00024-21-D-4445**

**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. *While every effort was made to keep the capitalization consistent for the terms, the inconsistent capitalization should not affect the meaning intended for the terms.*

**Section A – Solicitation/Contract Form** – The Contract is rated DO-A3.

**Section B – Supplies or Services and Prices**

See applicable Terms and Conditions included in contract N00024-21-D-4445 respectively.

**Section C – Description and Specification**

See applicable Terms and Conditions included in contract N00024-21-D-4445 respectively.

**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.

**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 Navy is currently in force protection condition BRAVO. Any costs associated with delays, disruptions, or security precautions associated with this force protection condition level shall be included in the Contractor's proposal. The Contractor will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.

**FIRE DRILL:** The Contractor shall coordinate the execution of a full scale fire drill with the NSA within the first 30 calendar 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 (Fire Protection at Contractor's Facility; Accomplish) and 009-34 (Fire Protection of Unmanned Vessel at Contractor Facility; Accomplish). For the Contractor, this drill will require all production work to stop for a minimum of two (2) hours during day shift on the selected day. As part of the drill, the Contractor is required to evacuate the 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 which will also requires a stop for a minimum of two (2) hours during day shift of the selected day, as outlined in 8010 (Safety Manual). The Contractor must also implement a fire drill for a change in condition, which includes docking, undocking, and transits to and from naval facilities, as applicable to the availability. 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 is required to support the fire drill exercise by providing a complete Contractor Muster Report.

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

**OPERATIONS SECURITY (OPSEC) REQUIREMENTS:** The Contractor may receive unclassified informational materials from the government that are marked as Controlled Unclassified Information (CUI). This information is not authorized for release to the general public, and is to be released only to contractor personnel who have a need to know for the purpose of contract execution, or as directed by associated document markings or distribution statements. The Contractor shall take proper safeguards to ensure that any such material received will be properly protected from unauthorized or inadvertent disclosure. If there are any questions regarding the requirements for protection or the release of CUI, the contractor shall refer those questions to the ACO.

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

**PED's include:**

- mobile computing devices such as personal digital assistants (PDA's);
- hand-held or laptop computers;
- mobile telephone devices such as data-enabled cellular telephones;
- two-way pagers, including those with e-mail capability;
- analog and digital sound recorders; and
- digital cameras, including cellular phones with digital imaging capabilities.

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

**CITIZENSHIP REQUIREMENTS:** The Contractor shall comply with the Department of Defense Industrial Security Manual (DoD 5220.22), and any revisions to that manual as of the Bid Opening Date prescribed, for verification of all U. S. Citizens. Prospective offerors shall refer all questions pertaining to the above to NSA, Security Manager. The DoD Industrial Security Manual can be found at: [http://www.dtic.mil/whs/directives/corres/pdf/522022\\_vol3\\_2014.pdf](http://www.dtic.mil/whs/directives/corres/pdf/522022_vol3_2014.pdf). If access to the vessel by Non-U.S. Citizens is required, an Access Control Plan must be submitted to the NSA Security Manager in accordance with Section C clause C-222-H001.

**PAINT ABATEMENT:** Abatement work will be conducted in accordance with NAVSEA Standard Item 009-32. Paint abatement will be included as part of offerors proposed pricing.

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

**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 Undefined 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 defeminization schedule. The Contractor's growth/new work rate established in Attachment J-3, 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 defeminization 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.

**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.

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

Following receipt of a RCC, provide a COPA as per Section C, paragraph 1.14, with a Growth Management Request (GMR). The Contractor must provide the date, labor and material estimate, and sign and deliver the GMR and supporting documentation to the SUPERVISOR and Contracting Officer.

LOE to Completion tasking shall not be used to accomplish work outside the scope of the specific work items in the contract.

The SUPERVISOR and Contracting Officer shall review the COPA submitted and if in agreement, shall sign the GMR authorizing the work at the man hour and material dollars quoted. No work will be authorized prior to the Contracting Officer's signature.

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 hours 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 Contracting Officer may direct the Contractor to accomplish the work at a unilaterally directed labor hour/price position. Any disagreement shall be addressed in accordance with FAR 52.233-1 (Alt I), '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 to the SUPERVISOR one legible copy, in approved transferrable media, of a weekly report listing all LOE to Completion items.

The report shall contain the following: Work Item number; GMR number; total original man hours, material dollars and costs obligated under each SCLIN; the labor hour and material dollars negotiated for each authorized LOE to Completion tasking; and the remaining balances of man hours and material dollars allocated by SCLIN.

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.

The Contractor shall submit one legible copy, in approved transferrable media, of a final report no later than five (5) business days after completion of the availability to the SUPERVISOR.

The report shall contain the same information specified in Section C, paragraph 6.3.1.

The labor hours and material dollar requirements listed in the LOE to Completion 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 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.

**C-217-H005 GROWTH AND NEW WORK (NAVSEA) (JAN 2019)** are not applicable to the following SCLINs: 0003DA-0003DH and 0003EA-0003EC.

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

Submit to the SUPERVISOR one legible copy, in approved transferrable media, of a weekly report listing all SDVG items tasked.

The report shall contain the following: Work Item number; Growth Management Request Form number; total original quantities of SDVG occurrences obligated under each SCLIN; the quantities and occurrences tasked; and the remaining balances allocated by SCLIN.

The Government will issue a Technical Direction Letter (TDL) on a weekly basis to adjudicate all authorized SDVG tasking in order to permit the Contractor to invoice progress against the total amount allocated under each SCLIN.

The Contractor shall submit one legible copy, in approved transferrable media, of a final report no later than five (5) business days after completion of the availability to the SUPERVISOR.

The report shall contain the same information specified in Section C, paragraph 7.2.1.

The requirements listed in this solicitation under the SDVG are hereby included as part of this contract. Therefore, they are subject to the provisions, terms, conditions and clauses of this contract and the MSRA.

In the event the quantity of occurrences for SDVG depleted, the SDVG process shall revert to the LOE to Completion process for remaining growth.

Once the scope of work for each SDVG item has been agreed to, neither party will be entitled to an adjustment based on actual man hours or material dollars required.

The balance of changes remaining in the SDVG SCLIN at the end of the availability are subject to a decrease change order.

#### **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 1.14.

A tasking shall not be used to accomplish work outside the scope of the specific Work Item identifying a 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 Contracting Officer 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 man hours and material dollars shall be negotiated immediately, prior to any authorization of work. The negotiated man hour and material dollars shall then be entered in the provided "Revised Estimate" block with the required Contracting Officer's signature.

The Contractor shall then enter the work completion date, sign and date the RTR Control Form and submit to the SUPERVISOR within two (2) business days after completion of the tasking authorized.

Submit one legible copy, in approved transferrable media, of a weekly RTR 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) business days after completion of the availability to the SUPERVISOR.

The report shall contain the same information specified in Section C, paragraph 8.5.1 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 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 8.6 will be used by the Contracting Officer in the issuance of one contract modification, which will be a final settlement for all RTR Work Items.

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 task 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.

## **SHIP CHECKS**

The Contractor that is successfully awarded the Delivery Order may be requested to attend a ship check outside of the local homeport prior to the start of the availability. If and when the Government determines that a ship check will be required, the Government will request a proposal for a fly-away team, providing the dates and location of the ship check. The Contracting Officer may add a new SCLIN to the Delivery Order in order to incorporate travel, labor and any material or subcontractor related costs required to support the ship check. The proposed Labor and Material Burden Rates for New Work, as entered in Attachment J-3, and as applicable in Section B, Note H, will apply to this requirement. Travel costs are not fee-bearing costs. All estimated travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations (JTR). Airfare costs in excess of the lowest priced airfare available to the Contractor during normal business hours are unallowable unless approved in writing as meeting an exception identified in FAR 31.205-46(b) by the Contracting Officer prior to commencement of the travel.

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

Department - means the Department of the Navy.

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.

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.

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.

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

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.

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

The support contractor not disclose any information;

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

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,

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.

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.

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

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

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

**C-211-H004 HEAVY WEATHER PLAN (NAVSEA) (APR 2024)**

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 01 October 2023. 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/CNRM/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Regional Maintenance Center (RMC), a copy of such HWP, and shall make such changes in the plan as the RMC considers necessary and reasonable to protect and care for vessel(s), material and Government property.

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

**C-211-H005 PLANT PROTECTION (NAVSEA) (APR 2024)**

In accordance with NAVSEA STANDARD ITEM (SI) 009-72 dated 01 October 2023, the Contractor shall develop, maintain, and implement, as necessary, a Plant Protection Plan (*Contractor to insert Plan Protection Plan description and approval date*) 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/CNRM/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.

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.

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.

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.

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.

The plant protection plan and rate agreements required by this requirement shall be completed and implemented, within sixty (60) days of contract award for new construction and prior to ship arrival for conversion, repair or overhaul.

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

The Contractor and any Non-destructive Testing (NDT) subcontractor shall use 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.

These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of the Office of Navy Nuclear Propulsion (NAVSEA 08). Because of health and safety considerations, such matters will continue to be handled as directed by NAVSEA 08.

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

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

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

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:

a specification, standard, or drawing cited in a zero-tier reference, or a specification cited in a first-tier drawing.

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.

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

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

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

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

**C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 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 INDEPENDENCE (LCS-12) Class/Variant 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/>.

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

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.

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.

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.

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

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

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 as stated on the Delivery Order in response to **DO RFP 0464**.

The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

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

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.

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.

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.

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.

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

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 5510.2.D.

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 requirement 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.

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.

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.

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.

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.

The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

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

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.

**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 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.]

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

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 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.

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 use 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.

*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.

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 use 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).

In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

**C-223-H004 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NAVSEA) (MAY 2023)****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. 8681 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.

Identification of Hazardous Wastes – Work Item 998-41-001 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

**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 (See Work Item 998-41-001) concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the (See Work Item 998-41-001) for completion after the hazardous waste has been identified.

For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify (See Work Item 998-41-001) within 3 business days of receipt of written notification by the State. After obtaining (See Work Item 998-41-001) approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number.

In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to (See Work Item 998-41-001) for completion.

#### **C-223-N002 RESTRICTIONS ON USE OF YELLOW MATERIAL (NAVSEA) (OCT 2018)**

Yellow colored items are of special significance within the Shipyard and are subject to strict controls. Accordingly, contractors shall not use yellow or orange-yellow colored materials for the following purposes: protective clothing, hoods, sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, banding, identification marks on tools, boundary markers, ribbons, vent ducts, etc. Contractor generated yellow colored waste shall be disposed of by the Contractor off-yard. Shipyard refuse containers shall not be used for disposal of yellow colored waste materials. Yellow colored contract generated debris shall be bagged in non-translucent containers, and promptly removed from the Shipyard.

#### **C-223-W001 ACCIDENT REPORTING (NAVSEA) (OCT 2018)**

In accordance with DFARS 252.223-7002 (d), the Contractor shall immediately notify the Administrative Contracting Officer (ACO) and Procuring Contracting Officer (PCO) following an accident or incident. Also, the Contractor shall provide a written report within one (1) day of the accident or incident containing, at a minimum, the following:

- Location, date and local time of the occurrence
- Category of accident (fire, explosion, natural disaster, etc.)
- Identification of equipment, material and type of activity involved;
- Contract number
- Procuring activity (name of PCO and ACO);
- Narrative of occurrence, including cause(s), if known
- Personnel involved and degree of injury, if any. Specify whether Contractor and/or Government personnel;
- Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment;
- Was a news release made? If so, by whom? If not, will a news release be made?
- Was a request made for any assistance?
- Will there be any effect on production? If so, explain in detail.
- Corrective action taken, if any.
- Name and title of person submitting this report.

The Contractor shall forward weekly written reports to the ACO and PCO until the accident or incident no longer affects production or when contract deliveries are on schedule.

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

The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work- related injuries/illnesses that occurred while working at the Government site to the COR



Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be used to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

The Safety Office points of contacts are as follows:

Name: Douglas Hill

Phone: (619) 726-0881

Email: [douglas.m.hill18.civ@us.navy.mil](mailto:douglas.m.hill18.civ@us.navy.mil)

#### **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, Exhibits A-C and CDRLs A016 REV1 and A017, attached hereto.

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

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

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

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

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

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

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

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

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

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

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.

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.

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.

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

For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

Description of work necessary to undo work already completed which has been deleted by the change;

Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

Description of interference and inefficiencies in performing the change;

Description of each element of disruption and exactly how work has been, or will be disrupted:

- The calendar period of time during which disruption occurred, or will occur;
- Area(s) aboard the vessel where disruption occurred, or will occur;
- Trade(s) disrupted, with a breakdown of manhours for each trade;
- Scheduling of trades before, during, and after period of disruption;
- Description of measures taken to lessen the disruptive effect of the change;

Delay in delivery attributable solely to the change;

Other work attributable to the change;

Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

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

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.

This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

#### **C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)**

A post-award meeting with the successful offeror will be conducted within 30 days after award of the delivery order. The meeting will be held at the address below:

Location/Address: TBD

The contractor will be given five (5) working days' notice prior to the date of the meeting by the Contracting Officer.

The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the delivery order.

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

#### **C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (FEB 2023)**

In addition to the information required by FAR 52.244-2(e) of the contract, when consent to subcontract is required per FAR 52.244-2, the contractor shall also include the following information in requests to add subcontractors or consultants during performance:

Impact on subcontracting goals,

Impact on providing support at the contracted value,

IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort NXG fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort NXG prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort NXG contract.

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

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

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.

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.

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.

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.

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

For purposes of paragraph (h) of the clause entitled "Government Property" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- the vessel;
- the equipment on the vessel;
- movable stores;
- cargo; and
- other material on the vessel

For purposes of paragraph (b) of the clause entitled "Government Property", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- the vessel;
- the equipment on the vessel;
- movable stores; and
- other material on the vessel

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

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.

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.

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.

**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.

**C-246-H002 GOVERNMENT USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018)**

The contractor's gages, measuring, and testing devices shall be made available to the Government when required to determine contractor conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

**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)

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

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.

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:

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.

**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.

**C-246-N002 RESTRICTIONS ON K-MONEL MATERIAL (NAVSEA) (OCT 2018)**

All K-Monel material (components or end items) furnished under this order must be manufactured from K- monel material meeting the requirements of QQ-N-286 Revision G. In addition, vendors must request written approval to submit any Special Metals Corporation, formerly known as Huntington Alloys Corporation material provided from the heat numbers listed below to an earlier Revision, i.e. Revision F. The vendor of any such material must also retest material to the test methods listed below. The vendor shall not use any material from the suspect heats, unless it has received written approval from the Government to do so. Government rejection of such material shall not be cause for any form of contract adjustment. Vendor must document the hardness results (e.g. HRC) being taken and when specified in paragraph (b)(2)(ii), shall perform a quantitative chemistry sample to determine aluminum concentration and record those results on the Certificate of Conformance and submit them in accordance with the CDRL for evaluation and final retention.

List of Suspect Special Metals Corporation K-Monel Heat Numbers

M00J6KG	M00J7KG	M01J1KG	M02J8KG	M35J7KG	M36J2KG	M41J8KG	M44J4KG	M44J6KG	M45J2KG
M02J9KG	M03J8KG	M04J2KG	M04J6KG	M36J3KG	M41J1KG	M45J8KG	M45J9KG	M46J7KG	M52H9KG
M04J7KG	M06J5KG	M06J8KG	M11J2KG	M41J2KG	M41J7KG	M61J8KG	M61J9KG	M62J5KG	M64J4KG
M11J3KG	M11J4KG	M11J5KG	M15J6KG	M35H8KG	M41J3KG	M64J5KG	M64J6KG	M67H2KG	M67J4KG
M17J2KG	M17J3KG	M17J4KG	M18J7KG	M37J4KG	M35J0KG	M69J1KG	M70J6KG	M73J4KG	M76H6KG
M19J7KG	M21J2KG	M22J7KG	M22J8KG	M41H3KG	M35H0KG	M80H2KG	M80H3KG	M84H9KG	M85H0KG
M23J2KG	M24J5KG	M26J8KG	M26J9KG	M36H7KG	M34H4KG	M88H6KG	M88H7KG	M89H5KG	M89H6KG
M27J9KG	M28J4KG	M30J9KG	M31J9KG	M39J3KG	M33J7KG	M92H0KG	M95H7KG	M97H8KG	M99H3KG

Test Methods for Evaluating Suspect Special Metals Corporation K-Monel Heat Numbers. Acceptability of any K-Monel material manufactured from the 80 suspect heats listed in paragraph (a) may be demonstrated as follows:

**For Bar Stock, Forgings, Finished Parts and Fasteners:** Determine product hardness of annealed and age hardened material using a calibrated portable or bench hardness tester. Testing shall be conducted on each end of bar stock and larger items. The average of three (3) hardness tests per end is required, if space permits.

If average hardness (per end) > HRC 25 the material is satisfactory as is. No further testing is required.

If hardness testing cannot be obtained or is determined to be less than or equal to HRC 25 (but not less than HRC 24), obtain a quantitative chemistry sample and determine aluminum concentration.

If aluminum concentration is  $\geq 2.7\%$ , material is compliant with the mechanical requirements of QQ-N-286 and is acceptable.

If aluminum concentration is  $< 2.7\%$ , submit results in accordance with the CDRL for evaluation of acceptability.

Rejected material shall not be provided under this or any other DoD contract.

**Note (1):** For unaged bar, the aluminum content shall be determined in accordance with paragraph (b)(1)(ii) above. Hardness tests are not applicable.

**Note (2):** Finished parts and Fasteners need not be retested when parts are machined, with no further heat treatment, from annealed and age hardened parent bar stock that was previously proven acceptable per above.

**Caution:** When hardness testing is performed on a finish machined surface, it is important not to disturb a working or sealing surface.

**For Assemblies:** Determine product hardness of annealed and age hardened material using a calibrated portable or bench hardness tester. Testing shall be conducted on any exposed/accessible surface. The average of three (3) hardness tests per end is required, if space permits.

If average hardness > HRC 25 the material is satisfactory as is. No further testing is required.

If hardness testing cannot be obtained or is determined to be less than or equal to HRC 25 (but not less than HRC 24) obtain a quantitative chemistry sample and determine aluminum concentration.

If aluminum concentration is  $\geq 2.7\%$ , material is considered compliant with the mechanical requirements of QQ-N-286 and is acceptable.

If aluminum concentration is  $< 2.7\%$ , submit results in accordance with the CDRL for evaluation of and acceptability

Rejected material cannot be provided under this or any other DoD contract.

**Note:** Suspect K-Monel material within an assembled component that is inaccessible and cannot be tested shall be addressed separately. Information including the Special Metals heat and lot number along with any available heat treatment information and chemical and mechanical test results for the lot shall also be provided and will attempt to disposition the material based on the information provided and other data available for the lots or heats in question.

**Caution:** When hardness testing is performed on a finish machined surface, it is important not to disturb a working or sealing surface.

Additional Notes:

Material can be determined acceptable when existing product data includes testing of 100% of the material and the results demonstrate hardness greater than 25 and less than 35 Rockwell C. Sample inspection of the material is not acceptable. If the above testing is performed in a scale other than HRC (e.g. Brinell), the results shall be converted to an equivalent HRC. Where hardness readings are taken in a scale other than Rockwell C, the base hardness reading shall be provided along with the Rockwell C equivalent.

Where testing is required, products less than 100 lbs. need only be tested at one end. Products 100 lbs. or greater must be tested on both ends.

In the event that K-Monel material does not meet the above hardness or chemistry requirements, the material shall be put on hold as non-conforming. The Government will provide those results to NSLC/NAVICP for further evaluation as part of the ongoing K-Monel investigation.

**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 A009 (DI-MICS-80508B). 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.

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

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

**C-251-H001 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (APR 2024)**

In compliance with the comparability requirement of 10 U.S.C. 8684, Overhaul of Naval Vessels: Competition Between Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

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.

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 contract.

**Section D – Packaging and Marketing****D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022)**

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), 32 CFR Part 117.

**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: TBD after award

(Name of Individual Sponsor)

Southwest Regional Maintenance Center

(Name of Requiring Activity)

San Diego, CA

(City and State)

#### **D-223-W001 EXPLOSIVE OR HAZARDOUS MATERIALS--PACKAGING & LABELING (NAVSEA) (OCT 2018)**

Packaging, Packing, Marking and Labeling of Explosive materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, placarded, etc.) for shipment in accordance with all applicable Department of Transportation/Department of Defense regulations in effect at time of shipment.

In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstance shall the contractor knowingly use materials, markings or procedures that are not in accordance with law and regulations applicable to the mode of transportation employed.

##### Mode of Transportation/Applicable Regulation

- Domestic Highway/A
- Domestic Commercial Air/A, B
- Export Surface/A, C, E
- Export Commercial Air/A, B, E
- Export Military Air/D, E

##### List of Regulations

- Code of Federal Regulations Title 49
- International Air Transport Association (IATA) Dangerous Goods Regulation
- International Maritime Organization (IMO) Dangerous Goods Regulation
- Air Force Joint Manual (AFJAM) Preparation of Hazardous Materials for Military Air Shipment
- Export shipments are also subject to the domestic regulations indicated to transport the material to the port of embarkation (POE).

Markings listed below are a minimum for acceptance of the material:

- Proper Shipping Name
- UN Number
- Name and Address of Shipper and Consignee

##### Additional Required Markings for EXPLOSIVE Material:

- National Stock Number \_\_\_\_\_ or Local Stock Number \_\_\_\_\_
- Material Item Nomenclature
- Lot # / Quantity contained in this package
- Net Explosive Weight / Gross Weight of Package

A packing list must be placed on the outside of the package with the shipping papers (i.e. DD 250, DD 1149, etc.) enclosed. The shipping papers must include the technical point of contact at Destination for Delivery. All other documentation should be placed in a separate packing list.

**D-246-H003 WARRANTY NOTIFICATION FOR ITEM(S) 0301—ALTERNATE I (NAVSEA) (APR 2024)**

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R with Change 3 dated 25 February 2023 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACTS N00024-18-D-4325, N00024-18-D-4326, N00024-18-D-4327, N00024-18-D-4328, N00024-18-D-4329, N00024-18-D-4430, N00024-21-D-4443, N00024-21-D-4444, and N00024-21-D-4445, AND TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR USS OMAHA (LCS-12) FY25 SRA FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY, DAVID MCMASTER, PROJECT MANAGER [david.c.mcmaster4.civ@us.navy.mil](mailto:david.c.mcmaster4.civ@us.navy.mil) AND ACO (WILL BE ASSIGNED AFTER AWARD).

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

Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R with Change 1 dated 24 May 2018.

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.

(a) 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.

(b) 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.

**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.

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

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".

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 WITH THE PROJECT MANAGER." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

## Section E – Inspection and Acceptance

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	N/A
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AD	Destination	Government	Destination	Government
0003AE	Destination	Government	Destination	Government
0003AF	Destination	Government	Destination	Government
0003AG	Destination	Government	Destination	Government
0003AH	Destination	Government	Destination	Government
0003AJ	Destination	Government	Destination	Government
0003AK	Destination	Government	Destination	Government
0003AL	Destination	Government	Destination	Government
0003AM	Destination	Government	Destination	Government
0003AN	Destination	Government	Destination	Government
0003AP	Destination	Government	Destination	Government
0003AQ	Destination	Government	Destination	Government
0003BA	Destination	Government	Destination	Government
0003BB	Destination	Government	Destination	Government
0003BC	Destination	Government	Destination	Government
0003DA	Destination	Government	Destination	Government
0003DB	Destination	Government	Destination	Government
0003DC	Destination	Government	Destination	Government
0003DD	Destination	Government	Destination	Government
0003DE	Destination	Government	Destination	Government
0003DF	Destination	Government	Destination	Government
0003DG	Destination	Government	Destination	Government
0003DH	Destination	Government	Destination	Government
0003EA	Destination	Government	Destination	Government
0003EB	Destination	Government	Destination	Government
0003EC	Destination	Government	Destination	Government
0007	N/A	N/A	N/A	N/A
0007AA	Destination	Government	Destination	Government
0007AB	Destination	Government	Destination	Government
0007AC	Destination	Government	Destination	Government
0007AD	Destination	Government	Destination	Government
0007AE	Destination	Government	Destination	Government
0007AF	Destination	Government	Destination	Government
0007AG	Destination	Government	Destination	Government
0007AH	Destination	Government	Destination	Government
0007AJ	Destination	Government	Destination	Government
0007AK	Destination	Government	Destination	Government
0007AL	Destination	Government	Destination	Government
0007AM	Destination	Government	Destination	Government
0007AN	Destination	Government	Destination	Government
0007AP	Destination	Government	Destination	Government
0007AQ	Destination	Government	Destination	Government
0007BA	Destination	Government	Destination	Government
0007BB	Destination	Government	Destination	Government
0007BC	Destination	Government	Destination	Government
0007DA	Destination	Government	Destination	Government
0009	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection of Supplies--Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

The Contractor shall comply with the higher-level quality standard(s) listed below.

ANSI/ISO/ASQ Q9001-2015. Contractor shall comply with the updated FY25 CH-1 NAVSEA Standard Item 009-04.

The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

Any subcontract for critical and complex items (see 46.203(b) and (c)); or

When the technical requirements of a subcontract require-

Control of such things as design, work operations, in-process control, testing, and inspection; or

Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

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

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

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

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

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

Item(s) 0009 - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications, or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

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

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

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

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

**E-246-W002 CERTIFICATE OF COMPLIANCE (NAVSEA) (OCT 2018)**

A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 00Q.

The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

The certificate shall read as follows:

I certify that on \_\_\_\_\_[insert date], the \_\_\_\_\_[insert Contractor's name] furnished the supplies called for by the Order/Contract No. \_\_\_\_\_ via \_\_\_\_\_[Carrier] on \_\_\_\_\_[identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**E-246-W007 NOTIFICATION OF INSPECTION OR TEST (NAVSEA) (OCT 2018)**

The Contractor agrees to notify David McMaster, Project Manager, [david.c.mcmaster4.civ@us.navy.mil](mailto:david.c.mcmaster4.civ@us.navy.mil), in writing, when the material will be inspected and/or tested. A minimum of 48 hours, but not more than 72 hours is required to arrange such a visit.

**Section G – Contract Administration Data****G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)**

The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the SUPERVISOR. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

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/>.

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.

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.

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

The hours of operation are as follows:

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

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

## **Section H – Special Contract Requirements**

### **H-209-H003 REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 2022)**

"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.

The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, at the time of execution of this contract the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

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.

Notwithstanding paragraph (c) 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.

If the Contractor fails to take action required by this requirement, or required by the Contracting Officer upon receipt of the Contractor's disclosure required by paragraph (c), the Government may terminate this contract for default.

The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

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, those of its subcontractors, those of one of its prime contractors (to which the contractor is a

subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

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.

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.

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

#### **H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JUL 2024)**

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.

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:

- Metals, e.g., mercury, lead, chromium
- Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
- Corrosives, e.g., acids, alkalis
- Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- 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.

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.

Safety Data Sheets (SDS). The Safety Office maintains copies of manufacturers' SDS 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 SDS 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.

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:

- Obey signs, directions and warning labels;
- Do not use unknown or unlabeled materials;
- Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;
- If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

The Safety Office points of contact are as follows:

Name: Andres Quinones, Environmental Safety Program, Code 106  
Phone: (619) 556-1056  
Email: andres.quinones@navy.mil

## **H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023)**

### **Definitions:**

All definitions, with the exception of Commercial Service Provider, are found in OPNAVINST 3960.16 (series).

**Commercial Service Providers.** Suppliers of tools, instruments, fixtures, 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 either calibration services in support of Navy contracts, or low volume, model specific, or unique parameter calibration services.

The accuracy of Navy and Contractor calibrated equipment used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all calibrated equipment used for quantitative or qualitative measurements required for the research, design, test, production, and maintenance of NAVSEA systems will be maintained and calibrated in accordance with references OPNAVINST 3960.16 and NAVSEAINST 4734.1. Calibration sources shall be accredited by a U.S. based, Navy approved accreditation body to U.S. national standards:

ANSI/NCSL Z540.3, Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006; or

ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017; or

Certified by the U.S. Navy to NAVSEA 04-4734, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual.

ISO/IEC 17025:2017 and ANSI/NCSL Z540.3 accreditations must be performed by a U.S. based accreditation body. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ANSI/NCSL Z540.3 or ISO/IEC 17025:2017 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 and that each calibration measurement met or exceeded a 4:1 Test Uncertainty Ratio (TUR).

Certification to Navy standard NAVSEA 04-4734, is acceptable in place of ANSI/NCSL Z540.3 and ISO/IEC 17025:2017 accreditations. For activities certified to NAVSEA 04-4734, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA scope of 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 Test, Measurement and Diagnostic Equipment (TMDE) end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a Probability of False Acceptance (PFA) of 2% or less and a Probability of False Rejections (PFR) of 15% or less. Measurement traceability, including TUR, PFA, and PFR shall be documented in accordance to MIL-STD-1839. Calibration procedures, methods, and measurement traceability used by the Contractor shall be provided to the Government upon request.



All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor executes, subcontracts or outsources the initial or reoccurring calibration of calibrated equipment, the respective calibration laboratory, and all of their employees who perform calibration or supply calibrated equipment, shall be certified or accredited to the requirements of paragraphs (b), (c), and (d).

Contractors electing certification to NAVSEA 04-4734 will contact the Contracting Officer's Representative (COR) or Technical Point of Contact (TPOC) within 60 days of contract award, who will then contact the NAVSEA09MM METCAL Technical Warrant Holder (TWH), at NAVSEA\_METCAL\_INSERTSERVICE@us.navy.mil, to begin the Navy certification process.

## **Section I - Contract Clauses**

See applicable Terms and Conditions included in contract N00024-21-D-4445 respectively.