



Continental Maritime
of San Diego

CONTINENTAL MARITIME OF SAN DIEGO

USS TRIPOLI (LHA-7)

FY25 CMAV REPAIR PROGRAM

N00024-22-D-4451

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 N00024-22-D-4451 respectively.

Section C – Description and Specifications

See applicable Terms and Conditions included in contract N00024-22-D-4451 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 Government 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 your proposal. Contractors will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.

FIRE DRILL: The Contractor shall coordinate the execution of a full scale fire drill with the NSA within the first 30 days after the ship's arrival at the Contractor's facility. The drill will include at a minimum the requirements of the drill specified in NSIs 009-08 (Shipboard Fire Protection and Fire Prevention; Accomplish) 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 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 require a stop for a minimum of 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.

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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 Government- owned or controlled network. PED's may not be used to store or process any digital information associated with the conduct of the contract without written authorization from the Naval Supervising Activity (NSA). PED's include:

- 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 Government's policy regarding smoke-free facilities, the entire vessel, topside and below decks, is to be considered a "No Smoking Area" unless otherwise indicated by shipboard policy. SWRMC local policies shall also apply.

CITIZENSHIP REQUIREMENTS: The Contractor shall comply with the Department of Defense Industrial Security Manual (DoD 5220.22), and any revisions to that manual as of the proposal due date prescribed, for verification of all U. S. Citizens. The Contractor 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. 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 (ACCESS TO THE VESSELS BY NON-U.S. CITIZENS).

PAINT ABATEMENT: Abatement work will be conducted in accordance with NSI 009-32. Paint abatement will be included as part of Contractor's proposed pricing and is not subject to additional growth.

FIRE PREVENTION: The Contractor will meet requirements of the NAVSEA Industrial Ship Safety Manual, for fire prevention and response (8010 Manual) and NSI 009-34 and 009-08. The Contractor will account for required fire drills in the proposed work schedule. 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.

FIRE SAFETY COUNCIL REPRESENTATION: Provide cognizant management representation to participate in reoccurring Fire Safety Council meetings, at a minimum, weekly.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): The Contractor shall meet the performance/acceptable quality level requirements for each deliverable/assessment area in Attachment J-4 (QASP). There will be monetary deductions based on unfavorable Contractor performance as stated in the

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QASP. The sum of deductions assessed against the Contractor for failing to meet the performance/acceptable quality level requirements, across all contractor performance elements as stated, shall not exceed monetary deduction amounts as set forth in Attachment J-4 (QASP).

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 this 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, NTE amount, and a definitization schedule. The Contractor's growth/new work rate established at award, shall be utilized when establishing the NTE amount. The Contractor shall promptly begin work after receiving verbal or written direction by the Contracting Officer. The Contractor shall then submit a qualifying proposal in accordance with the definitization schedule. The ceiling amount will be adjusted after evaluation of the Contractor's qualifying proposal. The Contractor will be held responsible for any delay in completing work due to failure to comply with the Contracting Officer's direction.

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. Please refer to Attachment J-7 (Compartment Closeout List), which outlines the compartments to be closed out in accordance with NSIs 009-81 and 009-117 as well as the C5ILO Compartment Release Schedule.

NON-DESTRUCTIVE TESTING CHECKPOINTS: The SUPERVISOR's designated representative for (G)-Point notification (Government notification) for Non-Destructive Testing (NDT) checkpoints will include SWRMC_NDT@us.navy.mil, in addition to the SUPERVISOR's designated representatives.

ACCOUNTABILITY OF LEVEL OF EFFORT TO COMPLETION GROWTH:

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 to the ACO (which meets the requirements of Section C, paragraph 1.12.4 above) and a signed 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 estimate submitted and if in agreement, shall sign the GMR authorizing the work at the labor hour and material dollars quoted. No work will be authorized prior to the Contracting Officer's signature.

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

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is required to comply with FAR 52.243-6, 'Change Order Accounting.'

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

The report shall contain the following: Work Item number; GMR number; 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 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 days after completion of the availability to the SUPERVISOR.

The report shall contain the same information specified in Section C, paragraph 6.4.1.

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)/ Agreement for Boat Repair (ABR).

The reservation shall include Prime Contractor efforts under the labor hours portion of the reservation and subcontractor efforts under the material reservation.

Clause C-217-H005 GROWTH AND NEW WORK (NAVSEA JAN 2019) is not applicable to the following SCLINs: 0401DA – 0401DL.

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 1.12.4. 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 SCLINs after negotiations have concluded, and it is evident that no additional work will be tasked, is subject to a decrease change order.

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 Section B, Note E. The Contractor shall provide the estimated start date. No work will be authorized prior to the Contracting Officer's signature.

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

The report shall contain the following: Work Item number; GMR number; total original quantities of SDVG

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occurrences obligated under each SCLIN; the quantities and occurrences authorized; and the remaining balances allocated by SCLIN.

A TDL will be issued on a weekly basis to adjudicate all authorized SDVG occurrences in order to permit the Contractor to invoice progress against the total amount allocated under each SCLIN.

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

The report shall contain the same information specified in Section C, paragraph 7.3.1.

The labor hours and material dollar requirements listed in the SDVG SCLINs are a part of the applicable contract. Therefore, they are subject to the provisions, terms, conditions and clauses of this contract and the MSRA/ABR.

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

Once the scope of work for a SDVG occurrence has been listed and an agreed to, neither party will be entitled to an adjustment based on actual labor hours or material dollars required.

The balance of changes remaining in the SDVG SCLINs 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 1.12.4.

All work to be accomplished must be within the scope of the specific Work Item identifying the RTR.

The SUPERVISOR shall review the estimate submitted and, if in agreement, shall sign the signature line designated as "RMC/NSA Authorization Agreement to Quote." The Contractor shall then sign the signature line designated as "Contractor Obligation/ Agreement to Quote" and provide the estimated start date. The 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 labor hours and material dollars shall be negotiated immediately, prior to any authorization of work. The negotiated labor hour and material dollars shall then be entered in the provided "Revised Estimate" block with the required signatures identified in Section C, paragraph 8.3.

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.

The Contractor must submit one legible copy, in approved transferrable media, of a weekly report listing all RTR Work Items to the SUPERVISOR.

The report shall contain the following: work item number; RTR Control Form number; RTR paragraph number; the labor hour and material dollars negotiated for each authorization for each tasking; and the remaining

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labor hour and material balances allocated by Work Item.

Submit one legible copy, in approved transferrable media, of a final report no later than five (5) days after completion of this availability to the SUPERVISOR.

The report shall contain the same information specified in Section C, paragraph 8.4.1 above.

The labor hour reservation shall include Prime Contractor efforts only. Material dollars shall be based on the Contractor's actual costs to acquire materials and subcontractors will be considered other direct costs and deducted from the material ceiling.

The balance of labor hours and materials remaining in the RTR items after negotiations have concluded, and it is evident that no additional work will be authorized, is subject to a decrease change order.

The information received in the consolidated final report of Section C, paragraph 8.5 will be used by the Contracting Officer in the issuance of one contract modification at the Contractor's proposed basic rate, which will be a final settlement for all RTR Work Items.

The reservations listed in the individual work items are not to be considered Time and Material or LOE to Completion. Once the scope of work for a RTR has been listed and the number of labor hours and amount of materials has been agreed to, neither party will be entitled to an adjustment based on the actual labor hours or material dollars required.

CLAUSES INCORPORATED BY FULL TEXT

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

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

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

- (1) The support contractor not disclose any information;
- (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
- (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
- (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

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(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

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

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

(a) General

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

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

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

(c) Generator Identification Numbers

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-

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generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "Disputes" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain (See Work Item 998-41-001) concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the (See Work Item 998-41-001) for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify (See Work Item 998-41-001) within 3 business days of receipt of written notification by the State. After obtaining (See Work Item 998-41-001) approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it (See Work Item 998-41-001) for completion.

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

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

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

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

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal

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shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

Name: Paul Clifford, Environmental Safety Program, Code 160B

Phone: 619-571-4979

Email: Paul.D.Clifford@navy.mil

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort- e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

Section D – Packaging and Marking

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:

Daniel Flores

(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)

(a) 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.

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(b) 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

1. Domestic Highway/A
2. Domestic Commercial Air/A, B
3. Export Surface/A, C, E
4. Export Commercial Air/A, B, E
5. Export Military Air/D, E

List of Regulations

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

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

1. Proper Shipping Name
2. UN Number
3. Name and Address of Shipper and Consignee

(d) Additional Required Markings for EXPLOSIVE Material:

1. National Stock Number _____ or Local Stock Number _____
2. Material Item Nomenclature
3. Lot # / Quantity contained in this package
4. Net Explosive Weight / Gross Weight of Package

(e) 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) 0302—ALTERNATE I (NAVSEA) (MAY 2019)

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

THIS ITEM WARRANTED UNDER CONTRACT N00024-22-D-4451 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR USS TRILOPI (LHA-7) FY25 CMAV FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY CS

SHOSHANA MONTGOMERY (Shoshana.a.montgomery2.civ@us.navy.mil), ACO CANDY RACE (Candy.L.Race.Civ@us.navy.mil), ACO LATOYA JOHNSON (Latoya.s.johnson20.civ@us.navy.mil), AND PM Daniel Flores daniel.j.flores52.civ@us.navy.mil .

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)

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

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED IN BLDG 20 WITH 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
0302	Destination	Government	Destination	Government
0305	Destination	Government	Destination	Government

will be acceptable. The estimated price shall not include any amount for rights in data. The Government's rights to use the data shall not be affected by the delivery of the data.

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

Item(s) 0302 - 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-W007 NOTIFICATION OF INSPECTION OR TEST (NAVSEA) (OCT 2018)

The Contractor agrees to notify Scott Weller, in writing, when the material will be inspected and/or tested. A minimum of two (2) working days is required to arrange such a visit.

Section G - Contract Administration Data

See applicable Terms and Conditions included in contract N00024-22-D-4451 respectively.

Section H - Special Contract Requirements

See applicable Terms and Conditions included in contract N00024-22-D-4451 and filled in clauses included in Attachment J- 3.

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

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

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity. Typical hazardous materials include, but are not limited to:

- a. Metals, e.g., mercury, lead, chromium
- b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
- c. Corrosives, e.g., acids, alkalis
- d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats

will be acceptable. The estimated price shall not include any amount for rights in data. The Government's rights to use the data

f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels

g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

Depending on the material involved, materials such as these can present physical hazards and or health hazards.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material; therefore, the following precautions should be taken:

a. Obey signs, directions and warning labels;

b. Do not use unknown or labeled materials;

c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;

d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

5. The Safety Office points of contact are as follows: Paul Clifford, Code 160B.

Section I - Contract Clauses

See applicable Terms and Conditions included in contract N00024-22-D-4451 respectively.