



Continental Maritime
of San Diego

CONTINENTAL MARITIME OF SAN DIEGO

USS Curtis Wilbur (DDG-54)

FY26 SRA REPAIR PROGRAM

N00024-22-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 N00024-22-D-4445 respectively.

Section C – Description and Specifications

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

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

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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 – 0401DQ.

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 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

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labor hour and material dollars negotiated for each authorization for each tasking; and the remaining labor hour and material balances allocated by Work Item.

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

(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.

(e) 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) (MAY 2023)

(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. 8681 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

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

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

(b) Identification of Hazardous Wastes - Work Items 992-11-001 and 998-41-001 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) Generator Identification Numbers

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

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

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

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

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

(6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain (See Work Items 992-11-001 and 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 Items 992- 11-001 and 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 Items 992-11-001 and 998-41-001) within 3 business days of receipt of written notification by the State. After obtaining (See Work Items 992-11-001 and 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 Items 992-11-001 and 998-41-001) for completion.

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

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

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

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

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

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

Email: swrmc_106b_branchhead@us.navy.mil

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:

- (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 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.

Section D – Packaging and Marketing

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:

Trevor Skinner, Project Manager

(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.

(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

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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) 0401—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 N00024-22-D-4442, N00024-22-D-4443, N00024-22-D-4444, N00024- 22-D-4445, N00024-22-D-4446, N00024-22-D-4447, N00024-22-D-4472, TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR USS CURTIS WILBUR (DDG-54) FY26 SRA FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY TREVOR SKINNER, PROJECT MANAGER, trevor.c.skinner.civ@us.navy.mil AND ACO.

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 were 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 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
0401	N/A	N/A	N/A	N/A
0401AA	Destination	Government	Destination	Government
0401AB	Destination	Government	Destination	Government
0401AC	Destination	Government	Destination	Government
0401AD	Destination	Government	Destination	Government
0401AE	Destination	Government	Destination	Government
0401AF	Destination	Government	Destination	Government
0401AG	Destination	Government	Destination	Government
0401AH	Destination	Government	Destination	Government
0401AJ	Destination	Government	Destination	Government
0401AK	Destination	Government	Destination	Government
0401AL	Destination	Government	Destination	Government
0401AM	Destination	Government	Destination	Government
0401AN	Destination	Government	Destination	Government
0401BA	Destination	Government	Destination	Government
0401BB	Destination	Government	Destination	Government
0401BC	Destination	Government	Destination	Government
0401CA	Destination	Government	Destination	Government
0401CB	Destination	Government	Destination	Government
0401CC	Destination	Government	Destination	Government
0401CD	Destination	Government	Destination	Government
0401CE	Destination	Government	Destination	Government
0401CF	Destination	Government	Destination	Government
0401CG	Destination	Government	Destination	Government
0401CH	Destination	Government	Destination	Government
0401CJ	Destination	Government	Destination	Government
0401CK	Destination	Government	Destination	Government
0401CL	Destination	Government	Destination	Government
0401CM	Destination	Government	Destination	Government
0401DA	Destination	Government	Destination	Government
0401DB	Destination	Government	Destination	Government
0401DC	Destination	Government	Destination	Government
0401DD	Destination	Government	Destination	Government
0401DE	Destination	Government	Destination	Government

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0401DF	Destination	Government	Destination	Government
0401DG	Destination	Government	Destination	Government
0401DH	Destination	Government	Destination	Government
0401DJ	Destination	Government	Destination	Government
0401DK	Destination	Government	Destination	Government
0401DL	Destination	Government	Destination	Government
0401DM	Destination	Government	Destination	Government
0401DN	Destination	Government	Destination	Government
0401DP	Destination	Government	Destination	Government
0401DQ	Destination	Government	Destination	Government
0405	NA	NA	NA	NA

CLAUSES INCORPORATED BY REFERENCE

52.246-2	INSPECTION OF SUPPLIES—FIXED PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

Item(s) 0401, 0405 - 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-W007 NOTIFICATION OF INSPECTION OR TEST (NAVSEA) (OCT 2018)

The Contractor agrees to notify Trevor Skinner, Project Manager, trevor.c.skinner.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)

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

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

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

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non- working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

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

(f) The hours of operation are as follows:

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

(g) All deliveries to the Receiving Officer, 3755 Brinser Street Suite, San Diego, CA 92136, shall be made Monday through Friday from 0800 to 1500, 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)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

(c) 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.

(d) 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.

(e) 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.

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

(g) 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.

(h) 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.

- (i) 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.
- (j) 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.

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

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

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

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

3. 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.

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:

Email: swrmc_106b_branchhead@us.navy.mil

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

(a) Definitions:

(1) All definitions, with the exception of Commercial Service Provider, are found in OPNAVINST3960.16 (series).

(2) 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.

(b) 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:

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

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

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

(c) 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).

(d) 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.

(e) 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).

(f) 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_INSERTVICE@us.navy.mil, to begin the Navy certification process.

Section I - Contract Clauses

See applicable Terms and Conditions included in contract N00024-22-D-4445 respectively.