



CONTINENTAL MARITIME OF SAN DIEGO

USS Chosin (CG-65)

FY26 CMAV REPAIR PROGRAM

N00024-22-D-4445

MANDATORY FLOW DOWN /

TERMS & CONDITIONS

PRIME CONTRACT CLAUSES – N00024-22-D-4445

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 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

Section C - Descriptions and Specifications

1. DESCRIPTION: The Contractor shall prepare for and accomplish maintenance, modernization and repair to the USS CHOSIN (CG-65) during the FY26 Continuous Maintenance Availability (CMAV) in accordance with Attachment J-1: Work Item Specification Package (SSP) No. TPPC-CG65-SWRMC26-S002, Plans, Drawings and Other Documentation Referenced in the Conformed Specification Package, and the applicable terms and conditions of 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, and N00024-22-D-4472 and this Delivery Order. The base items are those work items labeled as base items in Attachment J-2.

Category I NAVSEA FY26, CH-1 Standard Items are applicable to all items without further reference. Category II NAVSEA FY26, CH-1 Standard Items are applicable when invoked and/or referenced in individual work items specified in Attachment J-1.

NAVSEA Standard items may be found at <http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC.aspx>

2. The contractor is responsible for all environmental, safety, and other technical requirements provided in SSP TPPC-CG65- SWRMC26-S002. The contractor shall provide an inventory system for both Government Furnished Material and Contractor Furnished Material, including ordering, tagging, and warehousing of all material at time of arrival.
3. The contractor shall provide all Change Order Price Analysis (COPA) proposals to the ACO in response to RCCs or GMR requests within five (5) business days, unless otherwise specified on an individual RCC or GMR request by the ACO. The Government reserves the right to request a reduced turnaround time to support schedule milestones.

A contractor's COPA shall remain valid for a minimum of 10 business days, unless otherwise specified on an individual RCC by the ACO. If the contractor intends to request settlement of a COPA prior to five (5) business days, the contractor shall notify the ACO, in writing, prior to submitting the COPA stating the reason the COPA must be settled in less than five (5) days and propose a revised timeline. The request will be accepted or rejected at the discretion of the ACO. The contractor shall list as part of the COPA any specific terms and conditions related to completion of the new or growth work to include impact to milestones, sequencing of adjacent work items, and revised completion date(s) for impacted work item(s). Any proposed change to a schedule milestone shall include a proposed revised date. If such items are not included as part of COPA (where applicable), the COPA will not be considered timely received.

The pricing of the COPA addressing a change to the FFP contract shall include at a minimum, the requirement stated in Section C, paragraph 1.12.4 of the basic contract, to include a vendor quote for each material line item with a unit cost greater than \$1,000 from Note 2 and Note 3. As stated in Section B, paragraph 6 of Note B, the contractor shall submit documentation establishing the price reasonableness of each subcontractor quote as required by FAR 15.404-3(b).

4. All documentation/reports received after 2:00 PM (PST/PDT) will count as received the following business day for the Government and contractor.

5. The contractor shall comply with the requirement stated in Section C, paragraph 1.12.5 in the event of descoping of requirement. The Government will rely on the labor rates and prices entered in Attachment J-2 Pricing Workbook for negotiating and settling deletion RCCs.

The Contractor agrees to price deletion RCCs at the same labor rate as proposed in the Attachment J-2 Work Item Pricing Worksheet as follows:

- Partial or full work item deletion RCCs from the basic work package will be deleted at the labor rate as entered in Column E, Labor Rate in the work item index tab.
- Partial or full work item deletion RCCs from settled growth work or new work will be deleted at the labor rate and material burden rate as entered in the Labor & Material Burden Rate tab.

6. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)** - The Contractor shall meet the performance/acceptable quality level requirements for each deliverable/assessment area in the QASP, Attachment J-4. There will be monetary deducts based on unfavorable Contractor performance as stated in the QASP.
7. **INTEGRATED PRODUCTION SCHEDULE REVIEW MEETINGS** – The contractor shall provide cognizant shipyard management representation to participate in daily and weekly progress meetings at the time and location agreed to by the SUPERVISOR. The representative(s) must be authorized to make management decisions relative to the routine requirements of the Job Order that, in good faith, commit the contractor. AIT Managers and/or On-Site Installation Coordinators (OSIC) shall participate and represent respective alteration teams in scheduled weekly progress meetings as applicable.

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

8. **ACCOUNTABILITY OF LEVEL OF EFFORT TO COMPLETION GROWTH ITEMS** - For accountability of the Level of Effort to Completion Growth (LOE) items shall be in accordance to the requirement in Section C, paragraph 6 of the basic contract.
9. **FIRE SAFETY COUNCIL REPRESENTATION**: Provide cognizant management representation to participate in reoccurring Fire Safety Council meetings, at a minimum, weekly. Cognizant management representation must be prepared to address fire safety, work, and energy control problems, and offer a reasonable solution to each problem, which may have impact on fire safety posture during the availability. The representative(s) must be authorized to make each management decision relative to each routine fire safety decision of the Fire Safety Council that, in good faith, commit the contractor.
10. **EMERGENT MAINTENANCE**: In accordance with Section C Note 1.5 of the basic contract, at the ACO's discretion the incumbent contractor may be given first priority to submit a proposal for unscheduled maintenance required during execution. All requirements established in Note 1.5 of the Basic Contract, inclusive of all sub-paragraphs, will be applied to include the four (4) hour acceptance time requirement. This unscheduled maintenance may be solicited as a New

Work RCC or as a separate Emergent Availability. If a separate Emergent Availability is required, a new SCLIN will be added with a separate SSP, Line of Accounting (LOA) and may be subject to its own delivery schedule which will be detailed in Section F.

11. NONDESTRUCTIVE TESTING: The SUPERVISOR's designated representative for (G)-Point notification (government notification) for Nondestructive Testing (NDT) checkpoints will include <SWRMC_NDT@US.Navy.mil>, in addition to the Project's SUPERVISOR designated representatives.
12. ADMINISTRATIVE COMPLETION OF AVAILABILITY: In accordance with 009-01 and 009-04, the contractor is required to submit all required documentation no later than 4 days after completion of the event, test, or inspection. Accordingly, the contractor must have all required reports, CFRs, TIP actions, and CARs completed no later than seven days after completion of the availability (C+7). The Contractor's ability to submit all supporting documentation may be subject to receiving a rating of zero (0) evaluation in CPARS.

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

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

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

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

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

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

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

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

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

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

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

(c) Generator Identification Numbers

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

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

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

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

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

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

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

purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to (See Work Item 998-41-001) for completion.

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

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

Name: Keith Boyer
 Phone: 619-556-2948
 Email: keith.m.boyer2.civ@us.navy.mil

Name: Courtney Sanders Phone:
 619-571-3294
 Email: courtney.s.sanders.civ@us.navy.mil

Name: Andreas Polis
 Phone: 619-556-2275
 Email: andreas.polis.civ@us.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:

Erik Rodriguez
(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 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 Air Force Joint Manual (AFJAM) Preparation of Hazardous Materials for Military Air Shipment

D. 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) 0501—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-4442, N00024-22-D-4443, N00024-22-D-4444, N00024-22-D-4445, N00024-22-D-4446, N00024-22-D-4447, and N00024-22-D-4472 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR USS CHOSIN (CG-65) FY26 CMAV FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE

NOTIFY GENNETH MUNAR (genneth.a.munar.civ@us.navy.mil), JASON LEE (jason.p.lee20.civ@us.navy.mil), PAUL CHASE (paul.l.chase3.civ@us.navy.mil), ALEX DOAN (alex.doan.civ@us.navy.mil) AND ERIK RODRIGUEZ (erik.rodriguez16.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 at BUILDING 3278." 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
0501	Destination	Government	Destination	Government
0505	Destination	Government	Destination	Government

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

Item(s) 0503- 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 Erik Rodriguez, 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 F - Deliveries or Performance

See applicable Terms and Conditions included in 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, and N00024-22-D-4472, and filled in clauses included in Attachment J-3.

F-211-W001 PARTIAL DELIVERIES (NAVSEA) (OCT 2018)

Partial deliveries will not be accepted without specific approval from the Contracting Officer.

Section G - Contract Administration Data

1. GOVERNMENT FURNISHED MATERIAL (GFM) - Government Furnished Material (GFM) cited in work specification(s) and/or Statement of Work (SOW) will be delivered or made available to be picked up as identified, unless other location(s) is/are specified in the contract. The successful offeror is to email the SWRMC Property Administrators at swrmc.c400.propadmin@navy.mil, and the Project Manager, Erik Rodriguez, to coordinate obtaining GFM.

If the contractor is required to pick up the GFM, the contractor will pick up and transport the GFM no later than 10 days prior to the start of the availability, unless directed earlier. The contractor shall pick up the cited GFM from any and all locations within a 65-mile radius of SWRMC, San Diego Naval Base. The contractor will only be authorized to pick-up GFM in an official contractor/company vehicle, with prominent contractor/company identification on the outside of the vehicle. Privately owned vehicles are not authorized to pick-up GFM. The contractor will be required to pick-up all available GFM, including growth GFM, with a minimum number of trips. The Project Manager will notify the contractor when additional GFM will be available for pick-up, the approximate number of pieces, and the size of the GFM.

If SWRMC is to deliver the GFM, the contractor must be able to receive the GFM no later than 10 days prior to the start of the availability.

GFM from any and all locations within Government property or permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and be delivered as directed by the Property Administrator.

This requirement does not supersede the requirements stated in the work specification package.

2. **CONTRACT BILLING:** The payment office will make payment using the ACRN funding of the line item being billed. Contractor billings submitted for payment shall identify the specific accounting classifications cited in this contract. The Contractor shall submit billings by Line Item, Sub Line Item, and ACRN level as identified on the Financial Accounting Data Sheet(s) attached to this contract. Billings submitted to the paying offices that do not identify billing amounts by the ACRN level will be returned to the Contractor for proper identification.

1.1 INSTRUCTIONS TO THE CONTRACTOR: The contractor shall provide Progress Reports at the SCLIN level and shall provide progress to the SUPERVISOR at the Weekly Progress Meetings with the Government.

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

2.2 PROGRESS PAYMENT RATES: The progress payment rate for this contract is 99 percent for large business and 99 percent for small business in accordance with 10 USC 2307(g).

2.3 PROGRESS PAYMENT PROCEDURE

- 2.3.1 The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause DFARS 252.232-7006.
- 2.3.2 Two (2) days prior to submitting an invoice the contractor shall submit via email, a progress report in Microsoft Excel or pdf format, to the Project Manager, Contracts Specialist, and Administrative Contracting Officer detailing progress at the work item and CLIN or SCLIN level.
- 2.3.3 The Project Manager will review and either accept or reject the progress report. If rejected, the Government Maintenance Team will discuss with the Contractor Project Team to reach an agreement on progress. The Contractor shall then resubmit the progress report with changes highlighted.
- 2.3.4 Once the Progress report is approved the Contractor shall submit their invoice in WAWF in accordance with DFARS 252.232-7006. **Contractor shall include all contacts listed in paragraph (g) (1) "Send additional notification to"** in WAWF to ensure the Project Manager and CS/ACO are

notified the invoice is ready for review.

- 2.3.5 In addition to the requirements of DFARS 252.232-7006 the Contractor shall submit, as an attachment, a spreadsheet in Microsoft Excel format, identical or similar to Attachment J-5: Progress Payment Spreadsheet. The spreadsheet at a minimum shall include the amount obligated and/or authorized, retention, and amount of current invoice.
- 2.3.6 The ACO/CS will log into WAWF and review the invoice and reconcile the amount obligated and/or authorized, retention amount, and current invoice amount. The ACO/CS will recommend the Project Manager approve or reject the invoice.
- 2.3.7 Project Manager will approve or reject the invoice. If rejected the ACO/CS will contact the Contractor's finance contact with the reasons for the rejected invoice.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

(c) *WAWF access*. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for

Award Management at <https://www.sam.gov>; and

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

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

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

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

(ii) For fixed price line items—

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

_____ Navy Shipbuilding Invoice _____

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N50082
Issue By DoDAAC	N55262
Admin DoDAAC**	N55236
Inspect By DoDAAC	N55262
Ship To Code	N55262
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N55262
Service Acceptor (DoDAAC)	N55262
Accept at Other DoDAAC	N/A
LPO DoDAAC	N55262
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

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

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

(3) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send

Additional Email Notifications" field of WAWF once a document is submitted in the system

WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Execution Project Manager: Erik Rodriguez (erik.rodriguez16.civ@us.navy.mil)

Administrative Contracting Officer: Jason Lee (jason.p.lee20.civ@us.navy.mil), Paul Chase (paul.l.chase3.civ@us.navy.mil), and Alex Doan (alex.doan.civ@us.navy.mil)

Contract Specialist: Genneth Munar (genneth.a.munar.civ@us.navy.mil)

Section H - Special Contract Requirements

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

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

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

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

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

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National 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:

Name: Keith Boyer, SWRMC Environmental Safety and Health (ESH) Director Phone:
619 556-2948

Email: keith.m.boyer2.civ@us.navy.mil

Name: Andreas Polis, SWRMC Environmental Safety
Phone: 619 556-2275

Email: andreas.polis.civ@us.navy.mil

Name: Courtney Sanders, SWRMC Fire Safety
Phone: 619 556-7875
Email: courtney.s.sanders.civ@us.navy.mil

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-19: INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

CLAUSES INCORPORATED BY FULL TEXT

52.204-27: PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M- 23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	OCT 2020
52.209-11	Representation By Corporations Regarding Delinquent Tax Liability Or A Felony Conviction	FEB 2016
52.209-13	Violation of Arms Control Treaties or Agreements – Certification	JUL 2020