

**CONTINENTAL MARITIME OF SAN DIEGO**

**USS Boxer (LHD-4)**

**FY27 SRA REPAIR PROGRAM**

**N0002426R4428**

**MANDATORY FLOW DOWN /**

**TERMS & CONDITIONS**

**PRIME CONTRACT CLAUSES – N0002426R4428**

The following clauses, as modified by Buyer, are flowed down from Buyer to Seller and are applicable to any PO referencing these Special Terms and Conditions and any subcontract relating to Buyer's Prime Contract N0002426R4428 with the Government.

**DEFINITIONS****Section A – Solicitation/Contract Form****Section B – Supplies or Services and Prices****B-215-H002 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (OCT 2018)**

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

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

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

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

- (a) The contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the contractor's facility for performance of contract work.
- (b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.
- (c) This requirement pertains only to payments for travel time before or after these workers' regular shifts (commuting costs), and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable and approved in writing by the Government. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.
- (d) Additionally, the contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting contractor or subcontractor personnel between the contractor's facility (or subcontractor's facility), and any other worksite to perform ship repair, maintenance or modernization. Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the contractor on behalf of the work force.

## Section C - Descriptions and Specifications

### SCOPE OF WORK

#### 1. GENERAL REQUIREMENTS

- 1.1. The Contractor, under the direction of the Regional Maintenance Center (RMC) as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities (except those furnished by the Government under express provisions of this contract) and provide the management, technical, procurement, production, testing and quality assurance necessary to prepare and accomplish the repairs and alterations required to complete the **USS BOXER (LHD 4) FY27 Selected Restricted Availability (SRA)** in accordance with the requirements stated in this Section, the Work Item Specifications and Work Item Plans, Drawings, and Other References, the Delivery Schedule, and all other terms and conditions set forth in this contract.
- 1.2. The Contractor shall lead or participate in periodic meetings, as required, to facilitate status reporting related to **USS BOXER FY27 SRA**. Forums will be conducted at a time mutually agreed to by primary participants. These meetings include, but are not limited to, the following:
  - 1.2.1. PostAward Conference (Government Leads)
  - 1.2.2. Contract Reading (Government Leads)
  - 1.2.3. Integrated Project Team Development (IPTD) Post-Award Event (Government Leads)
  - 1.2.4. Arrival Conference (Government Leads)
  - 1.2.5. IPTD Work Package Execution Review (WPER) (Government Leads)
    - 1.2.5.1. The IPTD WPER will take place at the RMC located at the vessel's homeport at A-60. If WPER cannot be conducted at A-60 due to late Award, the Naval Supervising Activity (NSA) Project Manager (PM) and Lead Maintenance Activity (LMA) will need to determine a reasonable time prior to avail start to conduct the event.

- 1.2.6. Schedule Model Review (SMR) (Contractor Leads)
- 1.2.6.1. The Schedule Model Review will take place at the LMAs designated location per the J-Attachment requirement. The SMR will begin at A-59, or on first business day following the IPTD WPER. If SMR cannot be conducted at A-59 due to late Award, then NSA PM and LMA will need to determine a reasonable time prior to avail start to conduct the event.
- 1.2.7. Project Management Reviews such as the 25%, 50%, 75%, and other meetings required to manage the overall availability to completion (Government Leads)
- 1.2.8. Daily Production meetings (Contractor Leads)
- 1.2.9. Weekly Progress meetings (Contractor Leads)
- 1.2.10. Weekly Commanding Officer briefs (Government Leads)
- 1.2.11. IPTD Completion Event (formerly known as “IPTD C+21 Post-Completion Meeting”) (Government Leads)
- 1.2.12. Steam Plant Stakeholder Meetings (Government Leads). In order to improve steam system scope integration, problem identification and problem resolution, the contractor and their executing subcontractors (as applicable) shall participate for the entire contract period of performance in government led weekly meetings for each of the following steam system components: Boilers, HP/LP Turbines, Ship Service Turbine Generators, Forced Draft Blowers, Main and Auxiliary Condensers and Air Ejectors, Main Feed Pumps, and Distilling Plants. At the government’s discretion, weekly meetings shall be held separately for each steam system component and/or jointly across components to improve efficiency or knowledge sharing synergy.  
Participants shall include:
- Lead Maintenance Activity (LMA) Representative,
  - LMA (or LMA subcontracted) component specific authorized repair foremen, component subject matter experts and/or cognizant engineers,
  - 3rd Party Boiler contractor authorized repair foremen, subject matter experts and/or cognizant engineers (Boiler meeting only),
  - Port Engineer,
  - SWRMC Program Manager,
  - SWRMC Quality Assurance representative,
  - SWRMC Ship Building Specialists (SBS),
  - SWRMC assigned Steam Generating Plant Inspector, and
  - Ship’s Force Chief Engineer or designated representative
- 1.2.13. Additionally, the contractor shall provide all reports, required in accordance with NSI 009-01

- 1.3. Category I NSIs identified under Attachment J-1 are applicable to all items without further reference. Category II NSIs are applicable when invoked and/or referenced in individual work items, specified in Attachment J-1. NSIs may be found at:

<http://www.navsea.navy.mil/Home/RMC/CNRM/OurPrograms/SSRAC/NSI.aspx>.

Contractor is obligated to submit all required reporting in accordance with applicable NSIs (See Contract Data Requirements List, DD 1423, **CDRL A003**).

- 1.3.1. All NAVSEA Standards items under this RFP and subsequent contract will be FY27 CH-2 unless otherwise specified.
- 1.4. In addition to the Work Item Specifications and Work Item Plans, Drawings, and Other References and applicable NSIs, additional work item references not already in the possession of the Offerors, commercially available, listed under FAR 52.211-2. In addition, references are available through the following websites:
- a) <https://jedmics.net/>
  - b) <https://mfom-prd.mfomls.navsea.cloud.navy.mil/mfom>
  - c) <http://www.coretl.com/help/shell.php>

- 1.5. The Contractor shall accomplish planning and scheduling to ensure a rational, integrated and timely plan for receipt, storage and installation of Government Furnished Property (GFP) as identified in work item specifications, and for accomplishment of production work.
- 1.6. The Contractor shall provide an integrated milestone plan for the availability. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alterations required to complete the **USS BOXER (LHD 4) FY27 SRA** within the availability dates herein.
- 1.7. **INTEGRATED PRODUCTION SCHEDULE DEVELOPMENT, UPDATE, AND REVIEWS:**

In support of NSI and CDRL requirements and to confirm the contractor has all available input for development of the IPS, including the development of the Integrated Work Package, Production Schedule, Integration of O, I and D level Work, Integration of AIT and SHIPALT requirements and any other contractor assigned or Third Party work scheduled for accomplishment concurrent with the CNO availability, the contractor shall, with the RMC, conduct the IPTD WPER and SMR. The RMC will schedule the IPTD at A-60 (event timeline may be shifted left or right as required to meet the needs of the Planning Team (PT) and the individual availability) for CNO availabilities. The SMR shall begin at A-59 or on the first business day following the WPER. All IPS requirements must be compliance with NSI 009- 060 during the course of contract performance.

  - 1.7.1. The Contractor shall formally present its IPS to the NSA at the SMR, Start of the Availability, 25% complete conference, 50% complete conference, 75% complete conference, production completion meetings, and for pre-Sea Trials requirements. The IPS shall include AIT, Government-Contracted Third Party Maintenance Providers, Ship's Force, Commercial Industrial Services (CIS), and Fleet Maintenance Activity (FMA) work to the maximum extent this information is available. At each meeting, the contractor shall present and explain, at minimum, the following information:
    - 1.7.1.1. The Contractor's latest, Government approved, IPS created in full compliance with NSI 009-60.
    - 1.7.1.2. The Contractor's current progress in preparing for and/or executing the Availability in accordance with its IPS. The Contractor shall provide an explanation and mitigation plan in the event of any preparation or execution delays in comparison to its IPS.
      - 1.7.1.2.1. The Contractor's plan shall describe opportunities for schedule acceleration, associated costs, and potential risks and mitigations to remaining schedule attainment.
  - 1.7.2. The Government hereby specifies that the contractor may complete the Availability utilizing other than a 5-day work week.
- 1.8. **LOGISTICS:** The contractor shall develop and submit all logistics and technical data required, including but not limited to provisioning parts lists, engineering data for provisioning, design change notices, interim support items lists, provisioning technical documentation, demand only transaction reports, commercial off the shelf (COTS) equipment manual revisions, technical manual revisions, and purchase orders. (See **CDRLs A005, B001 – B009 and C001 – C002**).
- 1.9. **SMALL BUSINESS SUBCONTRACTING REPORT:** The Contractor shall execute a Small Business Subcontract Report in accordance with FAR Part 19 and the subcontracting goals identified in the RFP (See **CDRL A001**).
- 1.10. **SITE INSPECTION:** The Government may send a site inspection team to perform an inspection of the contractor's facility prior to arrival of the vessel.

1.11. GOVERNMENT FURNISHED PROPERTY (GFP): The contractor is to coordinate the delivery and/or pick-up of all GFP as cited in work specification(s), supporting drawings, references and/or Statement of Work (SOW) with the Project Manager (See **CDRL A011**).

1.11.1. Turnover of GFP:

1.11.1.1. NAVSEA GFP for Modernization Work Items: All NAVSEA GFP for Modernization Work Items will be available at A-30 unless otherwise noted in Attachment J-8. The Contractor is required to coordinate turnover of NAVSEA GFP with the Project Manager following contract award.

1.11.1.2. TYCOM GFP for Repair Work Items: All TYCOM GFP will be available at A-30, unless otherwise noted in Attachment J-8. The Contractor is required to coordinate turnover of TYCOM GFP with the Project Manager following award.

1.11.2. In the event of a claim and/or request for equitable adjustment arising out of a late or adjusted turnover of GFP, the Contractor bears the burden of proving both delay and resulting impact to critical and/or controlling path work items.

1.11.3. GFP transportation costs shall be included in the contract. Change order will only be issued if there is a Government caused change to pick-up date(s). Government property permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and be delivered as directed by the Property Administrator. GFP is listed in paragraph 5 of the Work Item(s) and in Attachment J-8.

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

## 1.12. QUALITY ASSURANCE

1.12.1. QUALITY ASSURANCE PROGRAM: The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in NSI 009-004. In addition to its rights under DFARS 252.217- 7005 "Inspection and Manner of Doing Work", the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material (See **CDRL A006**).

1.12.2. Quality Assurance – Specific Reporting Requirements: The Contractor shall submit all required reporting in accordance with Category I and invoked category II NSIs, including, but not limited to:

1.12.2.1. The Contractor shall submit all required reports associated with 009-007, regarding opening and certification of tanks and spaces, in accordance with **CDRL A007**.

1.12.2.2. The Contractor shall meet all Process Control Procedure (PCP) reporting requirements in accordance with NSI 009-009 and **CDRL A008**.

1.12.2.3. The contractor shall meet all technical reporting requirements

including those set forth in NSI 009-012 (See **CDRL A009**).

1.12.2.4. The Contractor shall meet all requirements relating to weight and stability reports for in-service surface ships in accordance with NSI 009-103 and **CDRL A014**.

1.12.3. 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-5. There will be monetary deductions based on the Contractor's failure to meet requirements as stated in the QASP.

1.13. IDENTIFICATION OF CONDITION FOUND: In accordance with the requirements of NSI 009-001, the Contractor shall identify needed repairs and recommend corrective action during contract performance for work/deficiencies discovered which are not covered by the existing work package. For conditions to impact the critical path(s) /controlling item(s), the Contractor shall notify the Government via electronic media within 24-hours of discovery. This initial notification need not include all content required for a Condition Found Report (CFR), but must include a description of the condition/deficiency and an estimated timeframe for the offeror's professional recommendation for resolution, which shall not exceed five (5) working days as specified below. Recommended repairs and corrective actions shall be submitted to the Government in the form of a CFR (intended to represent the "Work Request" described in DFARS 252.217-7028 "Over and Above Work") per **CDRL A002**.

1.13.1. CONDITION FOUND NOTIFICATION TO GOVERNMENT: CFRs shall be submitted through the Navy Maintenance Database Re-platform (NMDR) within five (5) working days of discovery of the condition. At a minimum, the CFR will include the following:

- (1) Identify contract, ship, and hull number
- (2) Serialized by CFR number
- (3) Identification of the applicable Work Item number
- (4) Date requirement was discovered
- (5) Description of the work requirement
- (6) Specific location of the work
- (7) Recommendation for corrective action
- (8) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability). Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.
- (9) Identification of related changes, if any, to the internal milestones and production and contract completion dates.

1.13.2. GOVERNMENT REVIEW AND RESPONSE TO CFR: The Maintenance Team will review the CFR. If the CFR is inadequate or incomplete, it will be rejected with time continuing to accrue (relative to five (5) working day requirement). As appropriate, the Government and contractor will need to meet, conduct ship checks and/or discuss the recommendation for corrective action further to determine the full scope of work required prior to final approval of the CFR. Accuracy of CFR submissions may be evaluated in the Contractor Performance Assessment Reporting System (CPARS) and utilized for past performance ratings on future requirements. Additionally, deductions may be assessed in accordance with Attachment J-5, QASP.

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

1.14.1. For all generated RCCs and GMRs, the Contractor shall provide a COPA proposal to the ACO within five (5) business days (See **CDRL A002**), unless otherwise specified on an individual RCC or GMR by the ACO. The Contractor's deadline for submission begins to run from the date of receipt, irrespective of whether the RCC/GMR is issued before or after the

start of the availability. A Contractor’s COPA shall remain valid for a minimum of 14 calendar days, unless otherwise specified by the ACO; if another timeline is specified by the Government, the Contractor’s COPA shall remain valid for that amount of time. The COPA provided shall include at a minimum:

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

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

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

Note 3 – Subcontractor Quotes: Subcontractor quotes shall include labor hours, labor rate, material (part number, description, unit cost, quantity, total cost, and vendor quotes for each line item), and tiered subcontractor quotes (if applicable). Proposed subcontractor labor hours shall be broken down by paragraph and task.

Note 4 – Supporting Documentation: The requirements for complete submission of a COPA stated above represents the minimum and does not limit the Government from requesting additional information. In the event the ACO is unable to make a fair and comply with FAR 15.402(a)(2) which requires the Contractor provide whatever data the ACO needs in order to determine a fair and reasonable price.

Note 5 – Late Submissions: The above documentation must accompany the COPA for the COPA to be considered submitted to the ACO. The number of days a Contractor’s COPA remains valid does not begin until the COPA is considered submitted by the ACO. See Attachment J-5, QASP, for deductions associated with late or invalid COPA submittals.

If circumstances arise where the Contractor is unable to submit a COPA within three (3) business days, or alternative date specified by the ACO, the Contractor shall notify the ACO in writing of the specific circumstances and provide a revised date in which a COPA proposal will be submitted. Additional time needed to complete a COPA may be granted solely at the discretion of the ACO. The new timeframe granted solely at the discretion of the ACO and which may differ from the Contractor’s request, shall be met by the Contractor. Notification of a late COPA does not exempt the Contractor from meeting its requirement, but will be considered by the Government when conducting a CPARS evaluation and utilized for past performance ratings on future contracts. Late submission of COPAs may result in deductions assessed in accordance with Attachment J-5, QASP.

1.15. DESCOPING OF REQUIREMENTS: The Government reserves the right to descope any requirement under this contract at any time and for any reason. Descopes are incorporated into the contract via deletion RCCs and can either be a partial deletion of paragraph(s) from the work specification or deletion of a work item in its entirety. The Government will rely on the labor rates and prices entered in Attachment J-4 Pricing Workbook for negotiating and settling RCCs.

1.15.1. Pricing of Deletion RCCs: The Contractor agrees to price deletion RCCs at the same labor rate proposed in Attachment J-4 Pricing Workbook, as follows:

1.15.1.1. Partial or full work item deletion RCCs from the basic work package will be deleted at the fully burdened ship repair labor rate and material burden rates as entered in the Work Item Index Tab of Attachment J-4;

1.15.1.2. Partial or full work item deletion RCCs from settled growth work or new work will be deleted at the fully burdened ship repair labor rate and material burden rate as entered in the Labor & Material Burden Rate Tab of Attachment J-4.

1.15.2. Settled Deleted Price:

- 1.15.2.1. Full Work Item Deletion: For the purposes of pricing a RCC that deletes a work item in its entirety, the Government considers each individual work item to be separately priced. The starting point for negotiations will be the Contractor's work item price entered in the Work Item Index Tab of Attachment J-4. The burden is on the Contractor to demonstrate production costs incurred. Program management and other indirect costs will not be considered.
- 1.15.2.2. Partial Deletion: The Contractor agrees to propose RCCs that delete a portion of a work item at the hours, material and subcontractor cost it would have required to accomplish the work. The proposed price shall include only the paragraphs affected by the partial deletion. At no time may the Contractor amend its pricing on the remaining paragraphs not being deleted from the work item.

1.16. MODIFICATION NEGOTIATION: Once the Government receives the Contractor's COPA, it will evaluate and negotiate it in accordance with applicable Agency regulations and policies. If necessary, the Government may issue unilateral modifications to accomplish required work using pre-priced fully burdened ship repair rate and material burden rate, outlined in Section B of this contract.

1.17. NAVY MAINTENANCE DATABASE (NMD): The Contractor shall use NMD for the submission of Condition Found Reports throughout the administration of this contract. In addition to the submission of reports, the contractor shall also utilize NMD to enter in data fields for check points (scheduling, inspection data, and inspection results), entering test and inspection plan (TIP) data, entering and adjudicating Corrective Action Requests (CAR) information, and CFR and Required Report submittal and management inside the program. NMD is located at:

<https://mmfom-prd.mfomls.navsea.cloud.navy.mil/mfom>

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

1.18. ORGANIZATION CHART AND EMPLOYEE ROSTER:

1.18.1. ORGANIZATION CHART: Within 30 days of contract award, the Contractor shall submit a chart detailing each management, technical, engineering and production position from the highest company level to the lowest supervisory level. Include descriptions of each position describing the duties, responsibilities, authority and names of the individuals filling the positions, as well as identification of whether each individual is assigned to the contract full time. The organizational chart must represent the facility that will perform the work.

1.18.2. EMPLOYEE ROSTER: After receipt of award and prior to starting work aboard the vessel, the Contractor must submit a list of employees who will work aboard ship to the Commanding Officer of the ship via the NSA Security Office. The list shall be on company letterhead, include each employee's name and security clearance when required, and bear the signature of a company official.

1.19. AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER: No order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction

of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The only exception to this is if the Contractor is ordered to stop for a safety reason.

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

## 2. LOCATION

2.1 The required place of performance for the Availability shall be the Contractor's facility or the Government's facility.

2.1.1 The Naval Base San Diego pier facility will be made available from 27 FEBRUARY 2027 to 20 OCTOBER 2028.

2.1.2 The following requirements are met by existing infrastructure at the Government facility:

- Potable water, sewage, and an oily waste transfer system are installed on all Naval Base San Diego piers.
- Steam, although not required for all classes of ships, is installed at Piers 1, 2, 7, 8 and 13.
- Ship-to-shore electrical connections are available at each berth. Piers 8 and 10 are equipped with grounded industrial power. All piers have 420V power and 4160V power is available at limited berths on Piers 8, 10, 12 and 13.

The following support services meet reference Industrial Ship Safety Manual for Fire Prevention & Response (S0570-AC-CCM-010/8010) and Unified Facilities Criteria, Design: Piers and Wharves (UFC 4-152-01) requirements with noted mitigations by the Prime Contractor and Ship Repair Activity:

- Power redundancy is not organic and requires generator power to be brought onsite.
- Compressed Air is not installed and requires temporary portable units.
- To address additional egress points, the current configuration may require scaffolding as addressed in the Prime Contractor's work package in accordance with NSI 009-08.
- Naval Base San Diego piers are not equipped with casualty reporting systems, as defined in Industrial Ship Safety Manual for Fire Prevention & Response (S0570-AC-CCM-010/8010) Chapter 8, and a temporary system must be provided.

The following J-Attachment (11 – 14) are applicable at Naval Base San Diego:

- Naval Base San Diego Parking Lot Identification map (J-11)
- Waste Management Plan San Diego Metro Area (J-12)
- Environmental Policies and Procedures Manual Requirements for Contractors Working on Navy Piers, Wharves, and Quay Wall Areas at Naval Base San Diego (J-13)
- Navy Region Southwest Port Environmental Manual (J-14)

2.1.3 The Contractor is responsible to provide any additional capabilities and/or services necessary to meet the requirement of the contract beyond those met by existing infrastructure at the Government facility.

2.1.4 The Contractor shall be responsible for transit of material between the contractor and Government facility. The Naval Base San Diego facility will not be made available until the start of availability. Pre-start of availability preparatory work must be

conducted at a contractor facility. The Government pier space is only being provided during the contractor period of performance.

- 2.1.5 The Contractor is to provide, including but not limited to, the following:
- Temporary Services, including but not limited to:
    - Decking services
    - Pumping services (Government will provide pier side connection for disposal)
  - Air Conditioning
  - Standby Emergency Diesel Generator Power
  - Temporary Casualty Reporting Systems
  - Additional Egress Points in accordance with NSI 009-08
  - Support Services for the Navy, its agents and Contractors
  - Facilities including:
    - Flammable Liquid Storage and Hazardous Material Storage
    - Material Warehousing
  - Project Management and other labor costs that run with time including but not limited to:
    - Program Management
    - Supervision
    - Integration & Scheduling
    - Cleaning (except tank cleaning)
    - Quality Assurance
    - Execution Planning
    - Security
    - Administration
    - Contracts
    - Purchasing
    - Other indirect support
    - Safety/Environmental
  - Transportation (excluding Ship's force transportation)

### 3. COST, SCHEDULE AND FINANCIAL DATA

- 3.1. **USS BOXER FY27 SRA** must be delivered, mission-ready, no later than the "Contract Complete" (Delivery Date) date included in Attachment J-3.
- 3.2. **MILESTONES:** In addition to the "Contract Complete" date included in the Attachment J-3, the Government has established execution dates for the milestones identified in Attachment J-3. If any milestone event is not accomplished by the date provided, and the failure to accomplish is due to the fault or negligence of the Contractor, such failure may constitute a failure to perform this contract in accordance with its terms within the meaning of the clause of this contract entitled "DEFAULT" (DFARS 252.217- 7009).

- 3.2.1. Turnovers to Test Team is considered achieved if all heavy industrial work in the spaces associated with each milestone is complete. Heavy industrial work is hot work, cutting, grinding, deck replacement, spray painting and any other industrial type of work that would either limit compartment access or limit the availability of services in the compartment. Access routes need not be released but must be passable or alternate routes made available at all times. Contractor shall complete the following contractor responsible work, in accordance with all work items: Installation of foundations and equipment landed on foundations and electrical connected to support testing. Installation of interferences disturbed by the ripout and/or installation of equipment under this turnover. Installation, welding, and air test of access cut(s) required for rigging of equipment under this turnover. Installation and hydro testing of piping systems newly installed, removed as interferences or relocated. Installation and testing of all electrical work required for equipment being turned over. Preservation and painting of new and disturbed foundations and disturbed surfaces.

33. **DELAYS / DISRUPTIONS:** The Contractor shall coordinate the work effort with the NSA Project Manager on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. A minor delay is defined as eight clock (8) hours or less in duration (and is not the cumulative effect of labor hour impact). Minor delays and/or disruptions are considered normal rather than unusual occurrences during the performance of tasks ordered under these resulting contracts. The Government will not provide any schedule relief for minor delays/disruptions.

The burden is on the Contractor to establish a delay/disruption is not minor in nature, by immediate verbal notification to the Project Manager and Contracting Officer, followed by a written statement within 24 hours after occurrence of delay, stating time of impact, reason for delay, duration of impact, number of people affected, action taken to properly schedule the work, action taken to minimize impact, and the names of the Government person(s) contacted, and impact to the critical path and/or controlling work items.

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

34. **SCHEDULE AND ASSOCIATED REPORTS:** The scheduling of work, resources, key events and milestones submitted by the Contractor shall be in accordance with NSI 009-060 and associated CDRLs during the course of contract performance.
35. **MILESTONES FOR CERTAIN REPORTS:** The Contractor shall complete the necessary work associated with the reports due on or before the first 20% of the availability duration and submit to the Government the required reports in the necessary format and containing the required information as specified in the Work Item in accordance with their prescribed due dates or be subject to the deductions provided in Attachment J-5 (QASP).
36. **END COST DATA:** In accordance with the reporting requirements in **CDRL A016**, the Contractor shall provide final actual prime and subcontractor hours, material cost and duration for each Work Item, inclusive of all definitized Request for Contract Changes (RCC) incorporated in the work package:
- 36.1. Subcontractor hours and material cost may be estimated based on the actual Prime Contractor outlay to subcontractors.
- 36.2. The Contractor is not required to provide final actual prime or subcontractor labor costs, or final total actual prime or subcontractor work item costs.
37. **MONTHLY MANPOWER REPORT:** Monthly manpower management information shall be provided in accordance with the requirements of **CDRL A017**.

#### 4. SAFETY

41. **SAFETY INSPECTOR / FIRE MARSHAL:** In addition to the safety standards provided in the specifications, the Contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the Contractor's approved Safety Plan.
42. **PERSONAL PROTECTIVE EQUIPMENT:** Whenever work is performed aboard U.S. Naval Ships or vessels at piers or dry docks of a Naval Shipyard or Naval Station, Contractor employees (including management personnel) shall have and use at all times the following personal protective equipment:

(a) Head protection must comply with any of the following consensus standards:

(1) Protective helmets shall comply with American National Standards Institute (ANSI)

Z89.1–2009, “American National Standard for Industrial Head Protection.” Head protection devices that the employer demonstrates are at least as effective as head protection devices that are constructed in accordance with the above consensus standard will be deemed to be in compliance with the requirements of this section.

(b) Protective eye and face protection devices must comply with the following consensus standard:

(1) ANSI/ISEA Z87.1-2010, “Occupational and Educational Personal Eye and Face Protection Devices.” Eye and face protection devices that the employer demonstrates are at least as effective as protective as eye and face protection devices that are constructed in accordance with the above consensus standard will be deemed to be in compliance with the requirements of this section.

(c) Protective footwear, with built-in protective toe box must comply with the following consensus standard:

(1) ANSI Z41-1999, "American National Standard for Personal Protection—Protective Footwear." Protective footwear that the employer demonstrates is at least as effective as protective footwear that is constructed in accordance with the above consensus standard will be deemed to be in compliance with the requirements of this section.

43. 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.
44. FORCE PROTECTION CONDITION: The Government is currently in force protection condition **BRAVO**. Any costs associated with delays, disruptions, or security precautions associated with this force protection condition level shall be included in your proposal. Contractors will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.
45. FIRE DRILL/EXERCISE: The Contractor shall execute its Fire Safety and Emergency Fire Response Plan required by NAVSEA Standard Items 009-008 and 009-034 when each exercise is coordinated by the SUPERVISOR. For the Contractor, this exercise will require all production work to stop for a minimum of 3 hours during the shift on the selected day. As part of the exercise, the Contractor is required to evacuate the ship, provide a muster report of all Contractor and sub-contractor personnel safely off ship, support the exercise with any firefighting personnel/company emergency procedures, and support the disconnection of temporary services at the exercise site. Temporary services at the exercise site will be disconnected in the process of the exercise, and the Contractor will be responsible for restoring them after the exercise. This exercise will require involvement with the local municipal fire department. An initial exercise will be scheduled up to 30 days prior to the start of the availability. Hot work will not commence until an initial successful exercise is conducted. Hot work will be secured if the exercise is not successful and will be authorized to recommence after a successful exercise is demonstrated. After the initial successful exercise an exercise will be conducted every 120 calendar days thereafter throughout the availability. A change in condition exercise, which includes docking, undocking, and transits to and from naval facilities, as applicable to the availability will be coordinated by the SUPERVISOR. All costs associated with exercise and production time losses shall be included in proposal.

## 5. OTHER REQUIREMENTS

- 5.1. 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
52. NON SMOKING POLICY: For bidding purposes, Contractors are advised that in light of the Government's policy regarding smoke-free facilities, the entire vessel, topside and below decks, is to be considered a "No Smoking Area" unless otherwise indicated by shipboard policy. Local installation policies shall also apply.
53. 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. 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. The DoD Industrial Security Manual can be found at:  
[http://www.dtic.mil/whs/directives/corres/pdf/522022\\_vol3\\_2014.pdf](http://www.dtic.mil/whs/directives/corres/pdf/522022_vol3_2014.pdf)
54. PAINT ABATEMENT: Abatement work will be conducted in accordance with NSI 009-032.
55. RESERVED.
56. 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 Undefinitized 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.
- 56.1. The Government may determine that new work or growth work discovered during execution of an availability may have to begin at the time the work is identified but before receiving a proposal. The Government reserves the right to issue an unpriced change order (UCO), unpriced GMR, or a UCA to direct the contractor to begin the work. The Government will provide the Contractor a ceiling amount, not to exceed amount, and a definitization schedule. The Contractor's growth/new work rate established in Note B, shall be utilized when establishing the NTE amount. The contractor shall promptly begin work after receiving verbal or written direction by the Contracting Officer. The Contractor shall then submit a qualifying proposal in accordance with the definitization schedule. The ceiling amount will be adjusted after evaluation of the Contractor's qualifying proposal. The contractor will be held responsible for any delay in completing work due to failure to comply with the Contracting Officer's direction
57. SMALL BUSINESS MINIMUM QUALITATIVE REQUIREMENT (MQR)
- 57.1. The Contractor shall meet the small business participation percentage established in Attachment J-4, Pricing Workbook, "SBPC" tab. The Government will evaluate if the contractor met the small business participation percentage using data provided within the Individual Subcontracting Reports (ISRs) submitted by the Contractor in the Electronic Subcontracting Reporting System (eSRS) for the CPARS reporting period as outlined in FAR 52.219-9. The small business participation percentage is calculated by dividing the total small business subcontracted dollars by the total obligated value at the time of evaluation. ISR alignment with Attachment J-4, Pricing Workbook, will be evaluated in CPARS and utilized for past performance ratings on future requirements.

6. ACCOUNTABILITY OF LEVEL OF EFFORT TO COMPLETION GROWTH: In addition to the specific requirements of the job order or contract, the Contractor shall accomplish the following:
- 6.1 Following receipt of a RCC, provide a COPA to the ACO (which meets the requirements of Section C, paragraph 1.14 above) and a signed Growth Management Request (GMR). The Contractor must provide the COPA and sign and deliver the GMR and supporting
- 6.2 The SUPERVISOR and ACO shall review the estimate submitted and if in agreement, shall sign the GMR authorizing the work at the labor hour and material dollars quoted. No work will be authorized prior to the Contracting Officer's signature.
- 6.3.1 In the event the Contractor's estimate differs from that of the RMC, the labor hours and material dollars shall be negotiated immediately to reach a labor hour/price agreement. The negotiated labor hour and material dollars shall then be entered into the "Negotiated Price" blocks with the required signatures. If a labor hour/price agreement cannot be reached, then the ACO may direct the Contractor to accomplish the work at a unilaterally directed labor hour/price position. Any disagreement with this direction shall be addressed in accordance with FAR 52.233-1(Alt. 1), Disputes. Additionally, if the cost of performing the disputed direction exceeds \$100,000, the Contractor is required to comply with FAR 52.243-6, Change Order Accounting.
- 6.3 Submit one legible copy, in approved transferrable media, of a weekly report listing all LOE to Completion items to the SUPERVISOR.
- 6.4.1 The report shall contain the following: Work Item number, GMR number, the labor hours and material dollars negotiated for each authorized LOE to Completion work, and the total labor hours and material dollars negotiated to date, and the remaining balances allocated by CLIN.
- 6.4 A TDL will be issued 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 labor hours and material dollars under each CLIN.
- 6.5 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.
- 6.5.1 The report shall contain the same information specified in 6.4.1.
- 6.6 The labor hours and material dollar requirements listed in the LOE to Completion CLINs are a part of this contract under the original solicitation and award. Therefore, they are subject to the provisions, terms, conditions and clauses of this contract job order and the Master Ship Repair Agreement (MSRA)/The Agreement for Boat Repair (ABR).
- 6.7 The reservation shall include Prime Contractor efforts under the labor hours portion of the reservation and subcontractor efforts under the material reservation.
- 6.8 NAVSEA Standard Text C-217-H005 GROWTH AND NEW WORK (NAVSEA JAN2019) is not applicable to the following CLINs:

CLINs:

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0042-0111, 1000

7. 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:
  - 7.1 Once parties have agreed the value of the work identified is \$15,000, or less, the Contractor, SUPERVISOR and Contracting Officer shall sign the GMR authorizing the work at the price identified in Section B, Note E. The Contractor shall provide the estimated start date. No work will be authorized prior to the Contracting Officer's signature.
  - 7.2 Submit one legible copy, in approved transferrable media, of a weekly report listing all SDVG items tasked to the SUPERVISOR.
    - 7.2.1 The report shall contain the following: Work Item number; GMR number; total original quantities of SDVG occurrences obligated under each CLIN; the quantities and occurrences tasked; and the remaining balances allocated by CLIN.
  - 7.3 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 CLIN.
  - 7.4 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.
    - 7.4.1 The report shall contain the same information specified in Section C, paragraph 7.2.1.
  - 7.5 The requirements listed in the SDVG CLINs are hereby included as part of this contract. Therefore, they are subject to the provisions, terms, conditions and clauses of this contract and the MSRA/ABR.
  - 7.6 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.
  - 7.7 Once the scope of work for a task has been listed and agreed to, neither party will be entitled to an adjustment based on actual labor hours or material dollars required.
8. ACCOUNTABILITY OF RESERVE GROWTH
  - 8.1 The LOE to Completion CLINS will be administered separately than the reserve growth embedded in the individual work items in the work package.
  - 8.2 The Contractor shall provide an estimate of labor hours and material dollars on Reservation Task Request/Control Form (RTR Control Form), entering the date and estimate of labor and material, and deliver the estimate to the SUPERVISOR, with all applicable documentation identified in Section C, paragraph 1.14.
    - 8.2.1 All work to be accomplished must be within the scope of the specific Work Item identifying the RTR.
  - 8.3 The SUPERVISOR shall review the estimate submitted and, if in agreement, shall sign the signature line designated as "RMC/NSA Authorization Agreement to Quote." The Contractor shall then sign the signature line designated as "Contractor Obligation/Agreement to Quote" and provide the estimated start date. The ACO shall then be the final signatory, providing authorization for the Contractor to start work.
    - 8.3.1 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.

- 8.4 Submit one legible copy, in approved transferrable media, of a weekly report listing all RTR Work Items to the SUPERVISOR.
- 8.4.1 The report shall contain the following: work item number; RTR Control Form number; RTR paragraph number; the labor hour and material dollars negotiated for each tasking; and the remaining labor hour and material balances allocated
- 8.5 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.
- 8.5.1 The report shall contain the same information specified in Section C, paragraph 8.4.1 above.
- 8.6 The RTR labor hours and material dollar requirements, listed in the individual Work Items are a part of this contract under the original solicitation and award. Therefore, they are subject to the provisions, terms, conditions and clauses of this contract job order and the MSRA/ABR.
- 8.7 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.
- 8.8 The balance of labor hours and materials remaining in the RTR items after negotiations have concluded, and it is evident that no additional work will be tasked, are subject to a decrease change order.
- 8.9 The information received in the consolidated final report of Section C, paragraph 8.5 will be used by the Contracting Officer in the issuance of one contract modification, which will be a final settlement for all RTR Work Items.
- 8.10 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.

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

- (a) Department- means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
1. National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  2. National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

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

- (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-204-H002 IMPLEMENTATION OF ENHANCED SECURITY CONTROLS ON SELECT DEFENSE INDUSTRIAL BASE PARTNER NETWORKS (NAVSEA) (SEP 2024)

1) System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

- a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.
- b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.
- c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

2) Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 2) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

i) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

ii) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

iii) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

iv) Audit user privileges on at least an annual basis;

v) Implement:

(1) Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

(2) NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);

vi) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3) Cyber Incident Response

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72- hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at [http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions\\_for\\_Submitting\\_Media.docx](http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx). In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

4) Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5) NCIS/Industry Monitoring

- a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.
- b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.
- c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

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

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

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

- (a) In order to ensure that Naval vessel(s), material and Government property are protected during destructive weather such as gales, storms, hurricanes, high winds, heavy snow, ice and high water, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69 dated FY 27 CH-2. A copy of Standard Item (SI) 009-69 can be obtained from via the internet by going to: <http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Regional Maintenance Center (RMC), a copy of such HWP, and shall make such changes in the plan as the RMC considers necessary and reasonable to protect and care for vessel(s), material and Government property.
- (b) In the event the RMC directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

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

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

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

## (a) Definitions.

- a. A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
- b. A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero- tier reference, or (2) a specification cited in a first-tier drawing.

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

**None.**

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

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

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

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

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

The Contractor shall develop and implement a Commonality and Standardization Plan, reducing range and increasing depth of like equipment, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common for application within the *Wasp* Class and (2) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., NAVSEA Enterprise Commonality Virtual Shelf and the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools to implement its Commonality and Standardization Plan. For selecting Hull Mechanical and Electrical (HM&E) equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf before other tools, if the items meet the contract requirements. The Virtual Shelf is a web-based repository of HM&E equipment/components that meet cross- platform requirements and specifications and provide superior Total Ownership Cost (TOC). Information to gain access to the Virtual Shelf is located on the following web site: <https://www.pdrep.csd.disa.mil/>

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

- (a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the

vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be always maintained by the Contractor ready for immediate use on the vessel while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

- (b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.
- (c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.
- (d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

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

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal [FILL-IN AT TIME OF AWARD] dated [FILL-IN AT TIME OF AWARD] in response to Solicitation No. N0002426R4428.
- (b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

#### C-217-H001 PROVISIONED ITEMS ORDERS--BASIC (NAVSEA) (OCT 2018)

- (a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders here under.
- (b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

- (c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "Contract Definitization" (DFARS 252.217- 7027) shall be included in any undefinitized order.
- (d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.
- (e) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.
- a. Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:
- i. a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or
  - ii. the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.
- b. If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "Limitation of Government Liability" clause (FAR 52.216-24).
- (f) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "Limitation of Government Liability" clause shall be included in any undefinitized order.

- a. Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.
- b. If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.
- c. If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.
- d. ruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.
- (g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.
- (h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.
- (i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

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

- (a) The Contractor is required to notify the Contracting Officer via email regarding growth and new work within 30 days of discovery:
  - 1. of any apparent errors or omissions in the contract (SF 33, specifications, drawings, etc.); and,
  - 2. of any/all conflicts between the contract package and actual conditions observed during ship check(s) and/or contract execution.
- (b) Growth work is synonymous with over and above work, which is described in DFARS 252.217-7028, Over and Above Work and it provides the process for adjudication.
- (c) New work is distinguished from over and above work and is outside the scope of the competitively procured requirement. New work will be approved in accordance with FAR Part 6 and associated policies and procedures.
- (d) The Government will NOT negotiate modifications to increase the contract price to address errors or omissions to the contract package which were reasonably apparent to the contractor prior to proposal submission.

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

- (a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.
- (b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:
1. Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.
    - 1.1. Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.
    - 1.2. Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.
    - 1.3. A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.
    - 1.4. A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.
  2. Contractor's plan for ascertaining citizenship and for screening employees for security risk.
  3. Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.
  4. Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.
  5. These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.
- (c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist- controlled countries.

- (d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249- 6), as applicable.
- (e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.
- (f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.
- (g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

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

- (a) Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.
- (b) SAFETY INSPECTOR/FIRE MARSHAL: In addition to the safety standards provided in the specifications, the contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the contractor's approved Safety Plan.
- (c) PERSONAL PROTECTIVE EQUIPMENT: Whenever work is performed aboard U.S. Naval Ships or vessels at piers or dry docks of a Naval Shipyard or Naval Station, Contractor employees (including
  - a. Protective hard hats that meet the following specifications:
    - i. Protective helmets purchased after July 5, 1994 shall comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection-Protective Headwear for Industrial Workers-Requirements," or shall be demonstrated by the Contractor to be equally effective.
    - ii. Protective helmets purchased before July 5, 1994 shall comply with ANSI Standard "American National Standard Safety requirements for Industrial Head Protection," Z89.1-1969, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.135 Head Protection]
  - b. Approved type Plano or prescription glasses meeting the following specifications:

- i. Protective eye and face devices purchased after July 5, 1994 shall comply with ANSI standard Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection", or shall be demonstrated by the employer to be equally effective.
  - ii. Protective eye and face devices purchased before July 5, 1994 shall comply with ANSI "USA standard for Occupational and Educational Eye and Face Protection", Z87.1-1968, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.133 Protective eye and face devices.]
- c. Safety toe shoes, with built-in protective toe box that meet the following specifications:
- i. Protective footwear purchased after July 5, 1994 shall comply with ANSI Standard Z41-1991, "American National Standard for Personal Protection-Protective Footwear", or shall be demonstrated by the employer to be equally effective.
  - ii. Protective footwear purchased before July 5, 1994 shall comply with the ANSI standard "USA Standard for Men's Safety Toe Footwear", Z41.1 1967, or shall be demonstrated by the employer to be equally effective [Ref. 29 CFR 1910.136 Protective eye and face devices.]

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

(a) Definitions. As used in this text:

*Article* means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

*Boundary of containment* means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

*Functional mercury* means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

*Hardware* means any article, container, piece of material, individual part, subassembly, assembly, component, or system to which mercury control requirements apply.

*Mercury-free* means hardware that does not contain functional mercury and is not contaminated by mercury or mercury compounds.

*Portable* means items that are frequently transported during normal operation. Desk lamps, shop lights, and hand-held instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

- (b) The Contractor, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.
1. The Contractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Contractor, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).
  2. Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the Contractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight

failed.

3. For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.
  4. The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.
  5. The Contractor shall check any hardware surfaces in the above systems which are known or suspected to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD- 2041D entitled Control of Detrimental Materials.
  6. The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.
  7. The Contractor shall dispose of any mercury and mercury compounds in accordance with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.
  8. If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-AL- DPC-020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989- 064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion
- (c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

#### C-223-H004 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NAVSEA)(MAY 2023)

##### (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 - Attachment J-1 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 NSA concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the NSA 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 NSA within 3 business days of receipt of written notification by the State. After obtaining NSA 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 the designated representative 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:

Simey Davilaponce (Code 106BB)

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

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

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

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

- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

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

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

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

- (a) In accordance with the clause(s) of this contract entitled "Insurance--Work On a Government Installation" (FAR 52.228-5) and "Liability and Insurance" (DFARS 252.217-7012), as applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:
  - a. Workers' compensation and employer's liability coverage shall be at least \$100,000, except as provided in FAR 28.307-2(a), if applicable
  - b. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
  - c. Automobile liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (b) To be approved by the Contracting Officer, insurance certificates must include the following cancellation policy statement: Prior to cancellation or material change in coverage, the contractor shall give 30 days written notice to the Contracting Officer.
- (c) Physical work cannot begin until the insurance certificate has been approved by the Contracting Officer. Failure to provide an acceptable insurance certificate will not remove the contractor's responsibility to meet the delivery requirements outlined in Section F and FAR 52.211-11, Liquidated Damages – Supplies, Services, or Research and Development, if applicable.

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

- (a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.
- (b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:
- a. A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;
  - b. Description of work necessary to undo work already completed which has been deleted by the change;
  - c. Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;
  - d. Description of interference and inefficiencies in performing the change;
  - e. Description of each element of disruption and exactly how work has been, or will be disrupted:
    - i. The calendar period of time during which disruption occurred, or will occur;
    - ii. Area(s) aboard the vessel where disruption occurred, or will occur;
    - iii. Trade(s) disrupted, with a breakdown of manhours for each trade;
    - iv. Scheduling of trades before during, and after period of disruption;
    - v. Description of measures taken to lessen the disruptive effect of the change;
  - f. Delay in delivery attributable solely to the change;
  - g. Other work attributable to the change;
  - h. Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and
  - i. A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.
- (c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

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

C-233-H003EQUITABLEADJUSTMENTS: WAIVERANDRELEASEOFCLAIMS(OCT 2018)

- (a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "Changes" or after affirmation of a constructive change under the clause entitled "Notification Of Changes", submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.
- (b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

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

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

- (a) A post-award meeting with the successful offeror will be conducted within 60 days after award of the contract. The meeting will be held at the address below:  
Location/Address: TBD
- (b) The contractor will be given 5 working days notice prior to the date of the meeting by the Contracting Officer.
- (c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the contract.
- (d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

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

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

- (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.

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

- (a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.
- (b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.
- (c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:
  - a. The Contracting Officer may at any time by written order:
    - i. delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or
    - ii. add items of data or information to the attachment identified in Section J; or
    - iii. establish or revise due dates for items of data or information in the attachment identified in Section J.
  - b. If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.
- (d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract.
- (e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:
  - a. From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; or
  - b. By submitting a request to the  
Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094  
Telephone (215) 697-6396  
Facsimile (215) 697-9398.

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

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

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

1. the vessel;
2. the equipment on the vessel;
3. movable stores;
4. cargo; and
5. other material on the vessel

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

1. the vessel;
2. the equipment on the vessel;
3. movable stores; and
4. other material on the vessel

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

- (a) All Government scrap resulting from accomplishment of work under this contract is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.
- (b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.
- (c) This requirement is not intended to conflict in any way with the clause of this contract entitled "Performance" (DFARS 252.217-7010) or any Government Property clause, nor does it relieve the Contractor of any other requirement under such clauses.

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

#### C-246-H001 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software.

Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

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

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

## C-246-H003 LIMITATION OF LIABILITY--HIGH VALUE ITEMS (NAVSEA)(OCT 2018)

The following items are subject to the clause of this contract entitled "Limitation of Liability--High Value Items" (FAR 52.246-24 Alternate I):

**CLINs**

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0001,0002,0004–1000

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

- (a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.
- (b) In instances where the Contractor is using commercial facilities to satisfy the berthing requirement, the Contractor hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:
- (c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, (*insert names of Subcontractor providing berthing facilities*) hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

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

The Contractor shall submit welding procedure(s), together with the procedure qualification data, for approval per **CDRL A009**. The procedure qualification data shall be in accordance with the controlling fabrication document. A certificate of prior submission may be submitted in lieu of procedure test data for applications which do not exceed the controlling parameters of the prior approval.

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

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

## C-251-H001 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA)(FEB 2025)

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

- (b) Pursuant to the clause of this contract entitled "Government Supply Sources" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipment, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.
- (c) This contract has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipment and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore, materials, equipment, or other supplies ordered or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipment, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

#### Section D - Packaging and Marking

##### D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

##### D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

1. name and business address of the Contractor
2. contract number
3. sponsor: CAPT JJ Murawski, Program Manager

Small Combatant and Expeditionary Modernization and Sustainment, PMS 321

Washington Navy Yard, DC

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

- (a) **Marking.** Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R with Change 1 dated 24 May 2018.
- (b) **Packing List(s).** A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

**Section E - Inspection and Acceptance**

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
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0032	Destination	Government	Destination	Government
0033	Destination	Government	Destination	Government
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0036	Destination	Government	Destination	Government
0037	Destination	Government	Destination	Government
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0039	Destination	Government	Destination	Government
0040	Destination	Government	Destination	Government
0041	Destination	Government	Destination	Government
0042	Destination	Government	Destination	Government
0043	Destination	Government	Destination	Government



0099	Destination	Government	Destination	Government
0100	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0105	Destination	Government	Destination	Government
0106	Destination	Government	Destination	Government
0107	Destination	Government	Destination	Government
0108	Destination	Government	Destination	Government
0109	Destination	Government	Destination	Government
0110	Destination	Government	Destination	Government
0111	Destination	Government	Destination	Government
1000	Destination	Government	Destination	Government

#### CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-16	Responsibility For Supplies	APR 1984

#### 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)

CLIN(s) ALL - 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.

**Section F - Deliveries or Performances**

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

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

## F-242-H001 CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) (OCT 2018)

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

## F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

## F-247-H004 RESTRICTIONS FOR SHIPPING TO MILITARY AIR OR WATER PORT/ TERMINAL (NAVSEA) (OCT 2018)

The Contractor shall not ship directly to a military air or water port/terminal without authorization by the cognizant Contract Administration Office.

**Section G - Contract Administration Data**

## CLAUSES INCORPORATED BY REFERENCE

52.213-3	Notice to Suppliers	APR 1984
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

## 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:
- a. 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.

### **Invoice 2in1**

- (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.

### **Invoice 2in1**

- i. For customary progress payments based on costs incurred, submit a progress payment request.
  - ii. For performance based payments, submit a performance based payment request.
  - iii. For commercial financing, submit a commercial financing request.
- b. Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
- [Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]
- c. 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	N00024
Admin DoDAAC**	N55236
Inspect By DoDAAC	N55236
Ship To Code	N55236
Ship From Code	Not applicable
Mark For Code	Not applicable
Service Approver (DoDAAC)	N55236
Service Acceptor (DoDAAC)	N55236
Accept at Other DoDAAC	Not applicable
LPO DoDAAC	N55236
DCAA Auditor DoDAAC	Not applicable
Other DoDAAC(s)	Not applicable

- d. 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.
- e. Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (a) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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**Send additional notifications to:**

TBD

**For invoicing questions:**

WAWFHQ@navy.mil

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

## G-232-H002 PAYMENT INSTRUCTIONS (NAVSEA) (FEB 2024)

- (a) Payment office allocation methods can be found in the table at DFARS PGI 204.7108(b)(2) ([https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_htm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions)).
- (b) This procurement contains the following contract type(s):

CLIN	Type*
All CLINs	Firm-Fixed Price

## G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

- (a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.
- (b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

## G-242-H001 Government Contract Administration Points-of-Contact and Responsibilities (NAVSEA) (OCT 2023)

- (a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.
- (b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.
- (c) The points of contact are as follows:
- (i) The Procuring Contracting Officer (PCO)  
 is: Name: Paul Kang  
 Address: 1333 Isaac Hull Avenue, SE  
 Washington Navy Yard, DC 20376  
 Phone: (202) 344-9504  
 E-mail: [paul.k.kang.civ@us.navy.mil](mailto:paul.k.kang.civ@us.navy.mil)

## (ii) The Contract Specialist

is:

Name: Kevin Becker  
 Address: 1333 Isaac Hull Avenue, SE  
 Washington Navy Yard, DC 20376  
 Phone: (Area Code) (202) 781-3980  
 E-mail: [kevin.r.becker2.civ@us.navy.mil](mailto:kevin.r.becker2.civ@us.navy.mil)

- (d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: [ \* ]  
 Address:  
 [ \*Street ]  
 [ \*City, State, Zip ]  
 Phone: (Area Code) xxx-  
 [xxxx] E-mail: [ \* ]

- (e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

Name: [ \* ]  
 Address:  
 [ \*City, State, Zip ]  
 Phone: (Area Code) xxx-  
 [xxxx] E-mail: [ \* ]

- (f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Name: [ \* ]  
 Address: [ \*Street  
 ] [ \*City, State,  
 Zip ]  
 Phone: (Area Code) xxx-  
 [xxxx] E-mail: [ \* ]

- (g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

Name: [ \* ]  
 Address:  
 [ \*City, State, Zip ]  
 Phone: (Area Code) xxx-  
 [xxxx] E-mail: [ \* ]

- (h) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:

Name: [ \* ]

Address:

[ \*Street ]

[ \*City, State, Zip ]

Phone: (Area Code) xxx-

[xxxx]; E-mail: [ \* ]

- (i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

The Authorized Ordering Person(s) for Per-Call Maintenance

is: Name: [ \* ]

Address:

[ \*Street ]

[ \*City, State, Zip ]

Phone: (Area Code) xxx-

[xxxx] E-mail: [ \* ]

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

Name: [ \* ]

Title: [ \* ]

Address:

[ \*Street ]

[ \*City, State, Zip ]

Phone: (Area Code) xxx-

[xxxx] E-mail: [ \* ]

[ \* ] To be completed at contract award

#### G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

- (a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.
- (b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

- (c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.
- (d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.
- (e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

#### G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)

- (a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

**TBD**

- (b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

**TBD**

#### Section H - Special Contract Requirements

##### CLAUSES INCORPORATED BY FULL TEXT

#### 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-209-H004 RESTRICTIONS RESULTING FROM POTENTIAL 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) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited in accordance with FAR 9.5.
- (c) The Contractor agrees that to prevent the existence of conflicting roles and unfair competitive advantage, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate, subcontractor, consultant, or employee of the Contractor, any joint venture, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract, unless an exception under FAR 9.505 exists. This exclusion also does not apply to any work covered by FAR 9.505-2 (a)(3) or (b)(3) or recompetition for those systems, components or services furnished pursuant to this contract.
- (d) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (e) 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.

- (f) 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.
- (g) 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
  - h. 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: **TBD**

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data--Modifications (DEVIATION 2022-O0001)	OCT 2021
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	OCT 2021
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001)	OCT 2021
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005

52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	JAN 2025
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2025) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Postaward Small Business Program Rerepresentation	JAN 2025
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2025
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2025
52.222-54	Employment Eligibility Verification	JAN 2025
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-10 (Dev)	Waste Reduction Program (DEVIATION 2025-O0004)	MAR 2025
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	MAY 2024
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	MAY 2024
52.223-23 (Dev)	Sustainable Products and Services (DEVIATION 2025-O0004)	MAR 2025
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.230-2	Cost Accounting Standards	JUN 2020
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984

52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Title III, Defense Production Act	SEP 2016
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	AUG 2024
52.244-6 (Dev)	Subcontracts for Commercial Products and Commercial Services (DEVIATION 2025-O0003)	OCT 2025
52.245-1 Alt I	Government Property (SEP 2021) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-26	Reporting Nonconforming Items.	AUG 2024
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013 REVISION 1)	MAY 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	OCT 2024

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7002	Cost Estimating System Requirements	JAN 2025
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7006	Title	DEC 1991
252.217-7007	Payments	DEC 1991
252.217-7008	Bonds	DEC 1991
252.217-7009	Default	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7011	Access to Vessel	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.217-7013	Guarantees	DEC 1991
252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	Buy American and Balance of Payments Program	FEB 2024
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission After Award	JUL 2024
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7013	Duty-Free Entry	AUG 2025
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JAN 2023
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	MAY 2024
252.225-7021	Trade Agreements--Basic	FEB 2024
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	FEB 2024
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	MAY 2024
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	AUG 2025
252.227-7015	Technical Data--Commercial Products and Commercial Services	JAN 2025
252.227-7016	Rights in Bid or Proposal Information	JAN 2025
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2025
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2025

252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	JAN 2025
252.242-7005	Contractor Business Systems	JAN 2025
252.242-7006	Accounting System Administration	JAN 2025
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023
252.244-7001	Contractor Purchasing System Administration	JAN 2025
252.245-7003	Contractor Property Management System Administration	JAN 2025
252.245-7005	Management and Reporting of Government Property	JAN 2024
252.246-7003	Notification of Potential Safety Issues	JAN 2023
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016
252.247-7023	Transportation of Supplies by Sea	OCT 2024
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded, by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.
- (e) Subcontracts. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--
  - (1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and
  - (2) Is not a subcontract for commercially available off-the-shelf items. (End of clause)

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

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$480,172 (not to exceed 10% (5% for Small Business) of the awarded price of the availability, including all Base and Option CLINs, for milestone Contract Complete - Mission Ready Vessel Redelivered to Fleet) per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

- (a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within **two (2)** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
  - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
  - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
  - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
    - (i) What line items have been or may be affected by the alleged change;
    - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within **five (5)** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
  - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

## (e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

## 52.244-2 SUBCONTRACTS (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

[TO BE DETERMINED AT TIME OF AWARD]

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[TO BE DETERMINED AT TIME OF AWARD]

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

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

<http://www.acquisition.gov/far>

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

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

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation Supplement** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023)

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

Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed--

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at <https://jko.jten.mil/> or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

#### 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

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

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means—

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

## 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

## (a) Definitions.

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

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

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

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

## (1) Consists of--

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

Medium Assessment means an assessment conducted by the Government that—

## (1) Consists of--

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

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

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf>, if necessary.

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

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

(i) The email shall include the following information:

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

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

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

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

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

(D) Date the assessment was completed.

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

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

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

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

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

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

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

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

(f) Accessibility.

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

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

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

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

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

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at

<https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

acquisition cost means--

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

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

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

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at

[http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at

<https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

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

- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
- (2) Embedded items shall be reported by one of the following methods--
- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
- (g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

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

(a) "Definitions."

As used in this clause --

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

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

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

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

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

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

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

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

(d) The Government shall --

(1) Promptly review the work request;

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

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

(4) Authorize over and above work as necessary.

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

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

52.217-7 VAR II OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)  
(NAVSEA VARIATION II) (OCT 2018)

(a) By written notice to the Contractor, the Contracting Officer may exercise, if at all, any of the Option Items identified in Section B and require the Contractor to provide, within the performance period specified in Section F, the work described in Section C for such Option(s) Item(s) at the estimated cost and base fee set forth in Section B. The option(s) may be exercised after the Contractor's receipt of the Specification Work Package prepared in accordance with the procedures stated in Section C, but in any event, the Option(s) shall be exercised, if at all, on or before the following dates:

FISCAL YEAR (FY)	CLIN	LATEST OPTION EXERCISE DATE
2026 OMN	0010-0012, 0014, 0015	19-Nov-26
2026 OPN	0013, 0016-0031, 0033-0041	19-Nov-26
2027 OMN	0032	19-Nov-26
2026 OMN	0042, 0055, 0056, 0059-0063, 0065-0066, 0104, 0105, 0108	30-Sep-26
2026 OPN	0043-0054, 0057-0058, 0064, 0067-0082, 0085-0103, 0106-0107	30-Sep-28
2027 OMN	0083	30-Sep-27

(b) The exercise of any item identified under Section B as an Option Item shall also extend the period of performance for the Contract Data Requirements List, DD 1423, Exhibit(s) A001-A003; A005-A009; A011; A014; A016 – A017; B001 – B009; C001 – C002 and the Provisioning Documentation, Exhibit(s) N/A.

### Section K - Representations, Certifications and Other Statements of Offerors

#### CLAUSES INCORPORATED BY REFERENCE

52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-18	Place of Manufacture	AUG 2018
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2020
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2025
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2025
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2025-O0003/ DEVIATION 2025-O0004) (MAR 2025)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611.

(2) The small business size standard is 1300.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm- fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved]

(xv) [Reserved]

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) [Reserved]

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [.....] is or [.....] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: .....(or mark “Unknown”).

Predecessor legal name: .....

(Do not use a “doing business as” name).

## 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [  ] will, [  ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ \_\_\_ ] does, [ \_\_\_ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

\_\_\_\_(1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

\_\_(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

## 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer or Contract Specialist check as appropriate.]

\_\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_\_ Use with Alternate I.

\_\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_(vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date [FILL-IN (if applicable)]]; These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

**252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)**

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-- Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).