

Pacific Ship Repair & Fabrication, Inc.

Special Terms and Conditions

For the

Military Sealift Command

N40443-13-D-0062 Contract

The following provisions supplement the provisions in the parties' contract.

PRIME CONTRACT CLAUSES – SUPPLIES OR SERVICES

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PRIME CONTRACT CLAUSES – SUPPLIES OR SERVICES

The following clauses are excerpts from Buyer's Prime Contract with the Government, and are hereby flowed down from Pacific Ship Repair & Fabrication, Inc. (PACSHIP) ("Buyer") to Seller pursuant to the requirements of Buyer's Prime Contract with the Government. In interpreting the requirements of these clauses, "Contracting Officer" should be considered to be Buyer's Purchasing Representative and "Government" should be considered to be Buyer. Seller's strict compliance with these flow-downs is material.

Some are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions, and subject to the particular limitations and modifications indicated. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

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

<http://FARSITE.HILL.AF.MIL/Vdfar1.htm>

DEFINITIONS

The following terms will have the meanings indicated in the clauses and as modified below, unless the context indicates otherwise. While every effort was made to keep the capitalization consistent for the terms, the inconsistent capitalization should not affect the meaning intended for the terms, whether the terms are capitalized or appear in lower case form.

- (a) "Buyer's Purchasing Representative" means the individual set out on the face of the purchase order as "Buyer" or authorized representative, or if none, Buyer's Director of Contracts.
- (b) "Contract" means this Contract.
- (c) "Contractor" means Seller.
- (d) "Delivery Order" means Purchase Order or Subcontract.
- (e) "Department" means the Department of the Defense.
- (f) "Subcontractor" means Seller's subcontractors.
- (g) "Supervisor" means Buyer's Purchasing Representative.

FLOW-DOWNS FROM PRIME CONTRACT SECTION A – SOLICITATION/CONTRACT FORM

Prime Contract

N40443-13-D-0062

This Contract is not a Rated Order under DPAS (15 CFR 700)

Section C - Descriptions and Specifications

STATEMENT OF WORK

1. GENERAL

1.1. Contractor is required to provide all labor, materials and a marine repair facility for ship repair services on MSC vessels in the Honolulu, HI area for a one (1) base year period starting upon award of the resulting contract with one (1) one year option, if exercised. Ship repair services include, but are not limited to, pipefitting, welding, machinists, electrical work, boiler making and repairing, and diesel mechanics, etc. MSC vessels will be berthed at Government provided piers. Contractor is required to have access to a marine repair facility for necessary shop repairs and testing. All work will be done in accordance with applicable United States Coast Guard (USCG) and American Bureau of Shipping (ABS) Regulations.

2. LOCATION

2.1. Contractor is required to perform the work as ordered onboard the Military Sealift Command vessels. The work will generally be performed at Government provided piers in the Honolulu, HI area. Access to the ship shall be coordinated in advance with the Port Engineer in charge. **NOTE: Paragraph 10.1 repair facility location requirement applies.**

3. PIER ENTRY, SECURITY AND PERMITS

- 3.1. Contractor must arrange for access to the vessel for all work.
- 3.2. Permits for hot work, heavy equipment, or permits for any other purpose must be obtained by the Contractor.
- 3.3. Base Security clearance, including EPIC and individual base access, for all contract personnel is the responsibility of the contractor.
- 3.4. Naval Region Southwest (NRSW) requires collection of data related to coating work (painting) done on all vessels in the San Diego area. In the event that painting is required during the performance of this contract, contractors will provide the responsible COR with information (i.e. Name of Vessel, location, scope of work) needed to comply with this reporting requirement.

4. WORK HOURS

- 4.1. Chargeable work time will commence when contractor personnel arrive at the repair location (i.e. onboard vessel) and will cease when contractor personnel depart from it.
- 4.2. Time to and from the performance location, including base access, is the responsibility of the contractor and will not be considered to be a reasonable cause of delay in performance.
- 4.3. The contractor shall be available via telephone, 24-hours a day, 7 days a week for emergencies. In emergency situations, the contractor may start work immediately by verbal authorization from the Contracting Officer.

- 4.4. Ordinarily, work will commence in accordance with the delivery order. Any exceptions to be authorized by Contracting Officer only.
- 4.5. Work is to be planned and organized as efficiently as possible.
- 4.6. Once a job has commenced, any contractor caused delays which cause work stoppage shall be at the expense of the contractor.
- 4.7. Contractor personnel are required to work a basic, continuous eight (8) hour day straight-time. No overtime will be allowed except as authorized by the Contracting officer under a delivery order.
- 4.8. Definitions
 - 4.8.1. Standard/Straight Time: Normal work of eight (8) hours per day, five (5) days per week, Monday through Friday.
 - 4.8.2. Overtime: Any work in excess of eight (8) hours per day or in excess of 40 hours per week, or work performed on Saturdays.
 - 4.8.3. Premium Time: Work performed on holidays or on Sundays.
5. TRAVEL
 - 5.1. The Government will not reimburse or pay for any travel costs incurred by the Contractor in performing the contract.
6. HAZARDOUS MATERIALS
 - 6.1. ALL NEW MATERIAL SHALL BE ASBESTOS-FREE. If material which contains asbestos is inadvertently specified on a Contract Guidance Drawing or other document, it shall be the Contractor's responsibility to substitute an otherwise equivalent non-asbestos product.
 - 6.2. SAFETY CONTROLS ON ASBESTOS MATERIAL. Certain items of the specification may require the contractor to remove insulation, lagging bulkhead materials, etc., which may contain asbestos. Asbestos materials should be handled and disposed of, in accordance with H-3 and all applicable Federal, U. S. Navy, State and local regulations.
7. WORK ORDER CANCELLATION
 - 7.1. Work orders maybe canceled in accordance with clauses FAR 52.249-2, 52.249-4, or 52.249-8 referenced in SECTION I.
8. REPORTS
 - 8.1. A completion report will be required for each delivery order summarizing work accomplished, materials used and labor-hours expended. The report must identify Government Furnished material that was consumed and/or redelivered to the Government during the performance of each order and must include, as applicable, "As found" and "as released" readings. The completion report, in MS Office format unless otherwise specified, must be provided to MSC Contracting Officer's Representative (COR) and Port Engineer via email.
 - 8.2. When delivery orders include "Not to Exceed" items for incidental supplies and services (i.e. freight) the supporting documentation must be provided to the Contracting Officer for Delivery order.
9. SUPERVISION

9.1. Project planning, scoping, supervision, quality assurance, and other administrative requirements are to be included in the man-hour rate.

10. REPAIR FACILITY

10.1. The offeror shall have access to a marine repair facility within 50 miles of Honolulu HI to perform general piping repairs, diesel engine repairs, boiler repairs, electrical repairs, mechanical repairs, insulation/lagging, and vessel maintenance painting. All work shall be performed in accordance with applicable USCG and ABS Regulations and to the satisfaction of the Government Port Engineer/COR.

11. REQUIRED STANDARD OF WORKMANSHIP

11.1. The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. Qualified personnel shall accomplish all services.

12. PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS

12.1. **None** of the services required by this contract shall be subcontracted to or performed by persons other than the contractor without the prior written consent of the Contracting Officer.

13. COST OF MATERIALS

13.1. The material cost shall be negotiated based on supporting documents such as invoices, catalogs etc. pursuant to specific authorization or the delivery order.

13.2. Costs for consumable materials such as office supplies, paper, rags, vehicles or equipment fuel costs, etc., shall be included in contractor's overhead cost and not separately priced.

14. SHIP REPAIR LABOR RATE (FULLY BURDENED)

14.1. The Contractor's fully loaded man-hour rate will be used for negotiating work to be performed under each delivery order, and includes delivery order modifications. The contractor agrees that the number of man hours included in its price proposal for such delivery orders shall include only direct production man hours. For these purposes, direct production man-hours are for skilled labor at the journeyman level expended in direct production as exemplified by the following functions:

Abrasive cleaning/blasting	Fire Watch
Welding	Machinists (inside and outside)
Burning	Brazing
Carpentry	Electrical Work
Lagging	Ship-fitting
Boiler-making	Painting
Sheet-metal Work	Pipefitting
Rigging	General Labor
Staging/scaffolding	Diesel Mechanics

14.2. Direct production man hours will include those functions (whether charged directly or indirectly by the Offeror's accounting system) which are herein defined as support for production functions. Necessary support functions shall be considered to be included in

the Offeror's fully loaded rate for direct production man hours (see Section C-1.9).
Examples of support functions include:

Testing	Quality Assurance
Planning	Cleaning (except tank Cleaning)
Material handling, Warehousing	Security
Surveying	Administration
Transportation	Purchasing staff
Lofting	Other indirect support
Supervision	QA

Material costs will not be included in the direct production man hour rate.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

Destination/Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY OR PERFORMANCE

Note: The performance period for each requirement will be designated on each individual Delivery Order.

PLACES OF PERFORMANCE

Services will normally be accomplished aboard MSC vessels at Government provided piers in Honolulu, HI.

PLACES OF DELIVERY: DESTINATION

All items and data furnished hereunder shall be delivered with all transportation charges paid by the contractor to the destination specified in the Delivery Order.

EMERGENT REQUIREMENTS

A number of orders issued under this contract are expected to be classified as "emergent work" by the Contracting Officer. The Contractor will be expected to commence work upon receipt of verbal authorization from the Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

G-5 SHIP & BASE ACCESS (SEP 2011) (*Modified by BUYER*)

Vendors are responsible for correctly submitting forms/applications. Vendors are encouraged to monitor email using "Request a Read Receipt" function and to confirm receipt of facsimile transmissions.

Due to enhanced security measures, ship and base access is required for pre-award ship visits (e.g. ship-check) and for contract performance. Specifically the following permissions are required:

1. El Paso Intelligence Center (EPIC) personnel screening requirement
2. Base/Repair Facility Access Request
3. Vehicle Access Request
4. Ship Access List (vendor-provided)

All forms are available for download on the MSC contracts webpage at <http://www.msc.navy.mil>. Click on "Contracts" in the upper right corner. "EPIC template" is under "Reference" subheading. Click on "Online Library of Common Documents" for all other forms.

EPIC: Required for access to MSC vessels. Complete EPIC form strictly adhering to format requirements and forward to the designated Buyer Representative.. EPIC personnel screening requests are desired seven calendar days prior to performance start date. Requests will be managed as expeditiously as circumstances permit. Vendor will be notified by Buyer of personnel who are denied access to the vessel.

Base/Repair Facility Access: Permit is required to access Navy facilities. Base/Repair Facility Access Request is desired seven days prior to ship check or performance start date. Submit forms per the document instruction and to the Buyer.

RAPIDGate[®] is being implemented for access to DoD facilities in CONUS, HI, Guam and Puerto Rico. Vendor is responsible for acquiring RAPIDGate[®] status and destination base individual access badge(s) activation prior to performance start date. Delays that may result from inadequate planning are contractor responsibility. Vendor instructions and program information is available at <http://www.RAPIDGate.com> or tel. 877.727.4342. RAPIDGate[®] access requires (in succession) (1) Individual Base Commander approval for vendor to access base, (2) Successful vendor RAPIDGate[®] company annual enrollment, (3) Company employee individual enrollment and possession of RAPIDGate[®] identification badge for single base or multiple base (enterprise) access. Vendor is responsible to confirm that each employee held annual RAPIDGate[®] badge is active for the specific facility and performance period in accordance with RAPIDGate[®] User Agreement (<http://www.RAPIDGate.com>).

Additional access permissions may be required such as Navy Base Point Loma "Enclave Access request form".

Vehicle Access: Required for vehicle access to Navy facilities. Follow supplemental instructions on Base Access forms or base-specific vehicle access forms.

Ship Access List* (Vendor-Provided): On company letterhead attachment via email, the vendor is required to provide the Buyer with an accurate, current list of performing personnel prior to being admitted aboard the vessel. **Under no circumstances will a hand-delivered list be accepted.**

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H-2 - HOLIDAYS

The holidays applicable to this contract are:

New Years Day	1 January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

H-3 - PREVENTION OF THE DISCHARGE OF OIL AND HAZARDOUS SUBSTANCES

(a) POLICY. In compliance with Executive Order Number 11752 (38 F.R. 34793), the policy of the Department of the Navy is to conform to the provisions of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq), and the Oil Pollution Act of 1990, as amended (33 U.S.C. 2701 et seq), insofar as these Acts prohibit the discharge of oil, oily mixtures, and hazardous substances, and regardless of whether or not these Acts pertain specifically to the Naval vessel and shore activities. The provisions of this clause are intended to implement that policy with respect to the vessel(s) being constructed or undergoing repair and overhaul under this contract.

(b) Definitions. For the purpose of this clause, the terms "oil," "oily mixtures," "hazardous substance," and "discharge" shall have the meanings as defined in the Acts referred to in Paragraph (a) of this clause and other environmental statutes.

(c) Trials. Prior to commencement of any dock or sea trials hereunder, the Contractor shall assure the COR by demonstrations, completed test memoranda, or other means reasonably acceptable to the COR that all equipment, the function of which is to prevent the accidental discharge of oil, oily mixtures, or hazardous substances from the vessel, that the Contractor is required by the specifications to install, are fully operable.

(d) Reports. The contractor shall, as soon as he has knowledge of any discharge of oil, oily substance, or hazardous substance from the vessel, immediately notify the MSCREP thereof and shall immediately take all reasonable steps to prevent further discharge. Within 24 hours thereafter, the Contractor shall file with the COR the "Oil or Hazardous Substance Discharge Report" using a format that is acceptable to the COR.

(e) Liability. The Contractor shall not be liable for the costs incurred by the Government for the removal of such oil, oily mixture, or hazardous substance, except that the Contractor shall be liable to the Government for all such costs of removal where such discharge was the result of willful negligence or willful misconduct within the privity and knowledge of the Contractor.

H-4 PAPERLESS CONTRACT ADMINISTRATION

Prior to start of the Performance Period, the Contractor shall coordinate with the Contracting Officer an electronic mail procedure for transmission of all contractual documents and correspondence. Contractors shall receive all contractual documents and correspondence via this method, and shall submit all correspondence and proposal information in the same manner. Scanners may be used for documents requiring signatures. MSC utilizes the MS Office suite of applications (i.e. Word, Excel) and Adobe Acrobat to conduct its contracting administration. Contractors wishing to do business with MSC shall utilize same programs.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-99 (Dev)	System for Award Management Registration (Deviation)	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications	Aug 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-Modifications	OCT 2010

52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2012
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
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	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.246-20	Warranty Of Services	MAY 2001
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.217-7003	Changes	DEC 1991
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7006	Title	DEC 1991
252.217-7007	Payments	DEC 1991
252.217-7008	Bonds	DEC 1991
252.217-7009	Default	
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
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
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252.225-7001	Buy American And Balance Of Payments Program	JUN 2012
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.225-7013	Duty-Free Entry	JUN 2012
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	JUN 2012
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012

252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments-N40443-13-D-0062 Page 19 of 25

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(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 for each day of delay of the vessel the dollar value noted in the individual task delivery order; provided, however that liquidated damages shall not exceed ten percent (10%) of the initial job.

(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.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award through the last day of the base period, or any contract option period exercised by the Government.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$2,000,000.00

(2) Any order for a combination of items in excess of 2,000,000.00

or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to

order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause) N40443-13-D-0062 Page 21 of 25

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the contract end date.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”

The Contractor shall insert the name of the substance(s).

(End of clause)

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)(AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

- (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 90 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-N40443-13-D-0062 Page 23 of 25
 - (i) What contract 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 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 N40443-13-D-0062 Page 24 of 25

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.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments ATTACHMENT

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Exhibit/Attachment Table of Contents

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