

Pacific Ship Repair & Fabrication, Inc.
SPECIAL TERMS AND CONDITIONS FOR SUBCONTRACTS
Under Contract N00024-18-D-4413
IDIQ MAC, Puget Sound

June 1, 2018

PRIME CONTRACT CLAUSES

The following clauses are flowed down from Buyer to Seller pursuant to the requirements of Buyer's Prime Contract with the Government. In addition to any Purchase Order General Terms and Conditions, they shall be incorporated into any agreement between Buyer and Seller when referenced on the Purchase Order.

In interpreting the requirements of these clauses, "Contracting Officer" or "COR" should be considered to be Buyer's Procurement Representative and "Government" should be considered to be Buyer, unless the context indicates otherwise. Please apply the following term conversions. "Contractor" shall mean Seller. The terms "Government" or "Contracting Officer" do not change: (i) when a right, act authorization or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property or rights in technical data and/or computer software are to be transferred directly to Government, (iv) with regards to a disputes or changes clause, or (v) with regards to a clause permitting audit(s) of Seller. Some clauses 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/Vfdfar1.htm>

SECTION A

1. **GOVERNMENT CONTRACT RATING.** U.S. NAVY CONTRACT: N4523A-18-2316, PRIORITY RATING: DOA3. The Prime Contract is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). If applicable to subcontract Orders, the rating will be included on the face of the Order.
2. **NO WAIVER.** Nothing herein shall be construed as a waiver of Seller's obligation in regard to the risk of loss of the Contract Work or as a waiver of Buyer's right to require Seller to replace unsatisfactory materials, workmanship, software or services.
3. **PROPERTY CONTROL SYSTEM.** Seller is to maintain a Government property control system per NAVSEA Standard Item 009-20.
4. **4E SPECIFICATION.** Seller shall coordinate and execute Contract Work in accordance with 4E specification, drawings and documentation as provided by Buyer.
5. **REPRESENTATIONS AND CERTIFICATIONS.** As of the time a Purchase Order is issued to Seller, Seller represents and warrants that: (i) upon request, Seller will submit to Buyer annual certifications and representations; (ii) Seller's certifications and representations provided are current, accurate and complete at the time of submittal; and (iii) Seller has not been debarred, suspended or proposed for debarment by the Government.
6. **PROPOSAL TURNAROUND TIMES.** Unless otherwise stated, proposals for New Work Items are to be turned around within 3 days of issue. Growth Work is due within 2 days.
7. **BASIS OF ESTIMATE.** All submitted proposals must be able to support your Basis of Estimate (BOE), and should be available to the Government if requested. This information should clearly include answers for: (i) What is being estimated (what, where, when and how); (ii) How is it being estimated; (iii) What empirical data was used to derive the estimate; and (iv) Why is the estimate reasonable?
8. **SITE CONDITIONS.** If the Purchase Order requires work to be performed aboard ship while located at a Government installation, Seller is urged and expected to inspect the site where Contract Work will be performed and to satisfy itself as to all general and local conditions, including security requirements that may affect the cost of performing the work, in the event such information is reasonably obtainable. In no event will the failure to inspect the site constitute grounds for a claim after award of the task order/contract against Buyer or the Government.

Section B – Supplies or Services

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HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(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 \$500 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.

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HQ B-2-0016 PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

(a) For the purpose of paragraph (c) of the "PROGRESS PAYMENTS" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) 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.

Section C - Descriptions and Specifications

STATEMENT OF WORK

1.1 0 PURPOSE

The U.S. Navy must maintain and modernize its ships to meet current and future operational requirements. To that end, the Government intends to utilize this supply contract for the repair, maintenance and modernization requirements of non-nuclear US Navy surface ships homeported and visiting the Everett, WA homeport. Accordingly, the work will be accomplished onboard U.S. Navy vessels located primarily within a 75-mile radius and less than 1.5 hours commute one-way, using normal modes of transportation for the region of Everett, WA, where the Northwest Regional Maintenance Center (NWRMC) will administer the contract.

Unless specified otherwise in a delivery order (DO) request for proposal (RFP), the work under this contract is expected to be performed at Naval Station Everett.

DELIVERY ORDER REQUIREMENTS

DOs may provide more detailed requirements than those provided in the basic contract award. If a DO does not provide a specific requirement, the terms and conditions of the basic contract shall apply. Each DO RFP will include technical documents such as work specifications, standards, drawings, publications or other documents and statements of work to allow IDIQ-MAC holders to prepare proposals.

Whenever specifications, standards, drawings, publications or other documents are cited without issue number, revision, date or amendment number identified, the revision, date or amendment in effect as of the date of the DO issuance shall apply. Wherever specific issue number, revision, date or amendment number for specifications, standards and publications are specified, the issue specified shall apply.

In the execution of this contract, specific references for individual items and associated referenced technical documentation shall be identified in each DO. These references may include, but are not limited to, the following documents:

1. General Specifications for Overhaul of Surface Ships (GSO)
2. General Specifications for Overhaul with the AEGIS Addendum (GSO SUPPL)
3. Military Standards and Military Performance Specifications
4. Technical Manuals
5. Naval Operations (OPNAV) Instructions
6. Commercial and Industry Standards
7. Government Standards, Technical Drawings and Documentation
8. Joint Fleet Maintenance Manual (JFMM)

The Contractor shall comply with all NAVSEA STANDARD ITEMS (NSIs) to be specified in each DO as follows:

- All Category I Standard Items shall be invoked in every DO at a minimum without further reference.
- Category II Standard Items shall be referenced in each applicable Work Item and/or Statement of Work.

The Contractor shall comply with all local requirements in addition to State and Federal Environmental, Safety, and Health (ESH) regulations.

NOTE: The contractor shall comply with the latest revision of these documents in effect at solicitation closing and when each option year is invoked. Additionally, in the event that there is any conflict between the references, NSIs, Local Work Templates (LWTs), and Standard Work Templates (SWTs) take precedence over technical manuals, other specifications, and other references.

When necessary, Contract Data Requirement List (CDRL) requirements will be specific to each DO issued under this contract. These CDRLs will be identified by the Government as a part of the DO solicitation and shall be a requirement of that particular DO.

1.5 CRITICAL SYSTEMS

Although not all inclusive, the following is a list of the most common critical systems.

All Ship Class Critical Systems:	DDG-51/CG-47/LHD-8/LHA-6 Class Critical Systems:
Main Reduction Gear (MRG)	Gas Turbine Module (GTM) Lube Oil System
Main Reduction Gear (MRG) Lube Oil System	GTM Fuel Oil System
MRG Coupling / Clutches	Gas Turbine Generator (GTG) Fuel Oil System
Shafting and Bearing Systems	SSDG Engine (LHD-8/LHA-6 only)
Steering Systems	SSDG Lube Oil Systems (LHD-8/LHA-6 only)
	SSDG Fuel Oil Systems (LHD-8/LHA-6 only)
LSD 41/49 & LPD 17 Class Critical Systems:	
Main Propulsion Diesel Engine (MPDE)	LHD-1-7 Class Critical Systems:
MPDE Lube Oil System	Main Boiler
MPDE Fuel Oil System	HP/LP Turbines
Ship Service Diesel Generator (SSDG)	Turbine Lube Oil System
SSDG Lube Oil System & Pedestal Bearings	SSTG / EDG Engines
SSDG Fuel Oil Systems	Main Steam System (LVL1 material control)
LPD17 Class Titanium Piping Systems Shipboard Central Hydraulics Systems	

3.1 DELIVERY ORDER MODIFICATIONS

Unless a DO specifies otherwise, the following processes shall be strictly followed. Adherence to the process will be assessed and documented, as applicable, in an offeror's past performance evaluations (e.g. CPARS and future DO proposal evaluations).

3.2 IDENTIFICATION OF CONDITION FOUND

In accordance with the requirements of NAVSEA Standard Item 009-01, the contractor shall identify needed repairs and recommend corrective action during DO 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) 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) per CDRL A002.

3.3 NOTIFICATION TO GOVERNMENT

CFRs shall be submitted) within three (3) working days of discovery of the condition. At a minimum, the CFR will include the following:

- (1) Identify contract, DO, 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.

3.4 GOVERNMENT REVIEW AND RESPONSE TO CFR

The Maintenance Team shall review the CFR. If the CFR is inadequate or incomplete, it will be rejected with time continuing to accrue (relative to 5-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. The contractor's accuracy reflected in the CFRs submitted may be evaluated in for past performance ratings on future DOs.

3.5 REQUEST FOR CONTRACT CHANGE

In the event a growth requirement or new work is validated and fully scoped, the Government may generate a Request for Contract Change (RCC) and the ACO may request a firm fixed price proposal from the contractor.

The contractor shall provide all Change Order Price Analysis (COPA) proposals to the ACO in response to RCCs within seven (5) calendar days. A contractor's COPA shall remain valid for a minimum of 14 calendar days, unless otherwise specified on an individual RCC by the ACO; if another timeline is specified by the Government on an individual RCC, the contractor's COPA shall remain valid for that amount of time. A COPA addressing a change to the FFP contract shall include at a minimum:

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

*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)

** Material quote shall include the part number, description, unit cost, quantities, total cost, and vendor quotes for each line item

Note 1: Labor hours for both prime and subcontract shall be provided broken down by trade and labor mix.

Note 2: The required documentation must accompany the COPA for the COPA to be considered submitted to the ACO. The resulting contract may include a Quality Assurance Surveillance Plan (QASP) at the order level outlining

deductions associated with late or invalid COPA submittals.

If circumstances arise where the contractor is unable to submit a COPA within seven (5) calendar days, 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 may differ from the contractor's request, shall be met by the contractor. Deductions may be assessed in accordance with a QASP at the order level.

4.0 SECURITY REQUIREMENTS

Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site (e.g. DBIDS). Access to Naval Installations sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. It is the contractor's responsibility to check for and obtain changes and updated information at each installation on a continual basis. Further information can be found at:

https://www.cnic.navy.mil/regions/cnrma/om/contractor_verification_system.html and at
<http://www.navsea.navy.mil/Home/Shipyards/PSNS-IMF/Command-Locations/Everett/>

5.0 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

Except as specified in the paragraph below, 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 and/or schedule to cover any increase in charges incurred as a result thereof.

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

8.0 DELAY/DISRUPTION

The Contractor shall coordinate the DO work effort with the Maintenance Team, 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 (8) hours or less in duration. Minor delays and/or disruptions are considered normal rather than unusual occurrences during the performance of requirements ordered under this contract.

If, during DO performance, delays greater than a minor delay indicated above are encountered, the Contractor shall immediately (verbally) notify the 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, and action taken to minimize impact.

10.0 GOVERNMENT FURNISHED MATERIAL (GFM)

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.

GFM will be listed in paragraph 5 of the Work Item(s).

11.0 USE/POSSESSION OF PORTABLE ELECTRONIC DEVICES (PEDs)

The possession and use of portable electronic devices (PEDs) 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.

PEDs (cellular phones, tablets, etc.) with digital imaging capabilities are strictly prohibited. PEDs may not be connected to any Navy-owned or controlled network. PEDs 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).

Questions related to PEDs shall be directed to the Project Manager.

13.0 NON SMOKING POLICY

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.

14.0 ABATEMENT: Abatement work will be conducted in accordance with NAVSEA Standard Item 009-32. Paint abatement will be included as part of pricing for all proposals and is not subject to additional growth.

15.0 FIRE PREVENTION: The contractor will meet requirements of the NAVSEA Industrial Ship Safety Manual for Fire Prevention and Response (8010 Manual) and NAVSEA Standard Items 009-28 and 009-08. The contractor will account for required fire drills in the proposed work schedule.

16.0 Quality Assurance Surveillance Plan (QASP) – The contract may include a QASP at the delivery order level to monitor contract performance. The QASP may contain punitive damages to be unilaterally assessed against the contractor for not meeting specific contract requirements.

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HQ C-1-0007 PROVISIONING TECHNICAL DOCUMENTATION (NAVSEA) (FEB 1994)

The Provisioning Technical Documentation (PTD) shall be in accordance with the Provisioning Requirements Statement (PRS), including NAVSEA Addendum for PTD Requirements dated January 1993, the Provisioning Performance Schedule and the Contract Data Requirements List, DD Form 1423, Exhibits A, B, and B, attached hereto.

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HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. 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 proprietary 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 proprietary. 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 the spirit and intent of 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) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. 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.

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HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

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.

HQ C-2-0005 ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005)

(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 5500.3 (series) in effect on the date of this contract or agreement.

(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.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) 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 above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist- 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 (g) 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.).

HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)

(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

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HQ C-2-0007 APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

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.

HQ C-2-0010 COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990)

(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) 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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0016 DEPARTMENT OF LABOR SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (APR 2015)

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 1910.15). 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.

HQ C-2-0018 DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

(a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold 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 clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY" (FAR 52.245-1) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement

under such clauses.

HQ C-2-0020 DOCK TRIALS AND FAST CRUISE (NAVSEA) (MAY 1993)

(a) Dock Trials. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Work Item 982-31-001, or as otherwise identified at the DO level. Contractor personnel are not to interfere with functions of ship's personnel.

(b) Fast Cruise. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Specification Item 982-31-001, or as otherwise identified at the DO level.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0028 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Contracting Officer. Notwithstanding any such identification in the Special Contract Requirements or approval by the Contracting Officer, the Contractor agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

HQ C-2-0030 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009)

(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 enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. 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 on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2)) 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 price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(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 listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, 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:

(1) From the ASSIST database via the internet at <http://assist.dla.mil/> ; or

(2) 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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0033 LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSEA) (JUN 1992)

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24): All CLINs, Including options, if exercised.

HQ C-2-0044 PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, 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 maintained by the Contractor ready for immediate use on the vessel at all times 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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0045 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2015)

(a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, Revision 1 of 11 September 2014. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.

(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of SEA 08. Because of health and safety considerations, such matters will continue to be handled as directed by SEA 08.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0047 REMOVALS (NAVSEA) (SEP 1990)

The Contracting Officer may, by written notice to the Contractor, direct removal of any or all of the property from storage. Within the shortest practicable time after receipt of such notice, but in no event more than thirty (30) days thereafter, unless a longer period is agreed to by the parties hereto, the Contractor will dismantle, prepare for shipment and load the item of property affected, on a common carrier at the place of storage in accordance with sound industrial practice and such instructions as the Contracting Officer may issue. The Contracting Officer may, by written notice to the Contractor direct the return of any item of the property removed, and the Contractor shall store the property at the Plant as provided for in Section F. In the event such items are removed and forwarded to a Government depot or to a party other than the Contractor, removal and return to storage of said items shall be at the expense of the Government.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) 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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0053 STANDARDIZATION - ALTERNATE I (NAVSEA) (MAR 2011)

(a) In order to support commonality and or standardization, variation within systems, sub-systems and components across the fleet must be reduced. When it is necessary for the Contractor to replace equipment (e.g., changes have been made to requirements, systems, sub-systems or components) or where such sub-systems, equipments or components are not available, the Contractor shall select Hull Mechanical and Electrical (HM&E) equipment/components in the following order:

(b) The Virtual Shelf items are to be applied if they meet the contract requirements. The Virtual Shelf is a repository of Total Ownership Cost (TOC) preferred Common designs. NAVSEA Commonality Program identified HM&E equipment/components for the Virtual Shelf that meet cross platform requirements and specifications and provide superior TOC. Information to gain access to the Virtual Shelf is located on the following web site: <http://acc.dau.mil/commonality>.

Some equipment listed on the Virtual Shelf may have supporting commodity contracts. For the Virtual Shelf Items supported by commodity contracts, a supporting commodity contract will appear in the HM&E corridor of the DoD EMall (<https://dod-emall.dla.mil/acct/welcome.action>). These contracts include provisions for direct contractor orders against the contracts. The Contractor will contact the Procuring Contracting Officer (PCO) listed in Section G of this contract and request instructions to register to place orders through the DoD EMall. When Shelf items are available that meet all contract requirements, the Contractor shall design, plan, procure and install according to Shelf guidance. If Shelf items are available and the Contractor intends to use a design other than that on the Shelf, the Contractor shall request a deviation from the Shelf in accordance with CDRL and configuration management procedures specified elsewhere in the contract.

(c) For Contractor Furnished HM&E equipment that meet the contract requirements, have an APL assigned and meet at least one of the following requirements, only a Statement of Prior Submission (SPS) is required. The SPS will be prepared in accordance with NAVSEA Standard Items 009-19.

- (1) Are in use on current ships of the DDG, CG, LPD, LSD, LHA, LHD, PC, MCM and LCS Ship classes and are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, *, G, S, X, Z, P.
- (2) Are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, *, G, S, X, Z, P.
- (3) Have the same form, fit, function of the equipments and components on current ships of the DDG, CG, LPD, LSD, LHA, LHD, PC, MCM and LCS Ship classes.

(d) For HM&E equipment that meet the contract requirements and have no assigned APL (non-standard equipment),

or for non-standard HM&E equipment, Provisioning Technical Documentation (PTD) shall be submitted in accordance NAVSEA Standard Item 009-19, Provisioning Technical Documentation, and the requirements of the CDRL, Exhibit(s) A, B, and C.

(e) For non-standard HM&E equipment that does not meet the requirements of paragraph (b) above, new/revised technical manuals shall be developed in accordance with NAVSEA Standard Items 009-39, Technical Manual Contract Requirement (TMCR) for New Technical Manuals for Commercial Equipment/Component, 009-41, Technical Manual Contract Requirement (TMCR) for a Topically Structured Technical Manual, and 009-42, Technical Manual Contract Requirement (TMCR) for Updating Technical Manuals. Technical manual management data shall include those deliverable data items required for Government monitoring/tracking/approval of Contractor's technical manual efforts and the requirements of CDRL Exhibit(s) A, B, and C.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0056 TESTS AND TRIALS (NAVSEA) (OCT 1990)

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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall 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 by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(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 are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division 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.

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. 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.

(d) Contractors whose employees perform work within NAVSEA/PEO 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 SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO 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.

Section D - Packaging and Marking

NAVSEA DELIVERY INFORMATION

Each delivery order issued under this contract will specify the following information:

- (1) Availability Type
- (2) Work Specifications
- (3) Deliverables and Milestones
- (4) Price
- (5)) Period of Performance.
- (6) Contract Type (Cost or Fixed Price)

No delivery order shall be issued after contract completion. (See Section I, FAR 52.216-22).

Unless indicated otherwise in a Delivery Order (DO), all supplies procured under this contract shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) at or near the Contractor's plant for shipment at Government expense (normally on Government bill(s) of lading) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached with each Delivery Order.

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

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the cognizant Contract Administration Office.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423. Delivery of the Quality Assurance and Safety Plans (see Section C 2.1) as well as the Access Control Plan, Heavy Weather Plan and any other documentation required by this contract for the basic IDIQ-MAC award shall be made to the SWRMC Project Manager (Code 300). The specific point of contact will be provided at time of award.

CLAUSES INCORPORATED BY FULL TEXT HQ D-1-

0001 DATA PACKAGING LANGUAGE

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), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

HQ D-1-0007 WARRANTY NOTIFICATION FOR ITEM(S) 1000-2401 - ALTERNATE I (NAVSEA) (APR 2015)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R dated 18 February 2014 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00024-
 _ TO CONFORM TO DESIGN, MANUFACTURING, AND
 PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN
 MATERIAL AND
 WORKMANSHIP FOR FROM
 DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY AND
 PCO.

HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.

(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
1000	Origin	Government	Origin	Government
1001	Origin	Government	Origin	Government
1100	Origin	Government	Origin	Government
1101	Origin	Government	Origin	Government
1200	Origin	Government	Origin	Government
1201	Origin	Government	Origin	Government
1300	Origin	Government	Origin	Government
1301	Origin	Government	Origin	Government
1400	Origin	Government	Origin	Government
1401	Origin	Government	Origin	Government
2000	Origin	Government	Origin	Government
2001	Origin	Government	Origin	Government
2100	Origin	Government	Origin	Government

2101	Origin	Government	Origin	Government
2200	Origin	Government	Origin	Government
2201	Origin	Government	Origin	Government
2300	Origin	Government	Origin	Government
2301	Origin	Government	Origin	Government
2400	Origin	Government	Origin	Government
2401	Origin	Government	Origin	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
252.217-7013	Guarantees	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

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

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems 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 require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
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

CLAUSES INCORPORATED BY FULL TEXT

HQ F-2-0004 F.O.B. DESTINATION (NAVSEA) (APR 2015)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the delivery instructions specified

herein.

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

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

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

HQ F-2-0006 MILESTONES (NAVSEA) (SEP 1990)

a. The Government has established dates for the successful accomplishment of the following major job order milestones. These dates shall be reflected in the Contractor's schedule (pre-award data).

MILESTONE EVENT

DATE

Complete Crew Move Ashore

Docking

Undocking

Start Crew Move Aboard

Start and Completion of all Ancillary Systems
(Electrical Power System, Air Systems, Cooling Water
Systems and Gyro Systems, etc.).

Start and Completion of Propulsion System Light-Off

Complete Crew Moving Aboard

Start and Completion of Dock Trials

Start and Completion of Fast Cruise

Start and Completion of Sea Trials

Availability completion

(b) The Contractor shall successfully accomplish the major milestones on, or prior to, the dates listed above.

(c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(2) of the clause of this contract entitled "DEFAULT" (DFARS 252.217-7009)

Note: Milestones to be determined in each Delivery Order, as applicable.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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Section H - Special Contract Requirements

SUBCONTRACTING REQUIREMENT

SMALL BUSINESS SUBCONTRACTING REQUIREMENT

For the purposes of this provision, the small business subcontracting requirement is that prime contractor(s) subcontract to small businesses, for all scheduled CNO availabilities, emergent maintenance, and continuous maintenance efforts completed over the course of the entire period of performance of the contract to the extent that small business subcontracting goal averages twenty percent (20%) annually of direct costs related to production work for the contract, minus the cost of any directed subcontracts. The 20% goal is inclusive of the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns.

Offerors are encouraged to subcontract with small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUB-Zone small businesses. The Offerors should also strive to meet the 20% small business subcontracting goal using the aforementioned subcategories of small businesses to the greatest extent possible. The extent to which the contractor does or does not meet, the small business subcontracting requirements of this provision during actual contract performance, as documented by compliance reports submitted by the Contractor in accordance with Contract Data Requirements List (CDRL) (A001) will be evaluated for Past Performance purposes. The Contracting Officer will validate whether or not the required small business subcontracting goal has been met by evaluating the reports submitted by the prime via the Electronic Subcontracting Reporting System (eSRS).

The Government reserves the right, on a case basis, to deviate from requirements of this clause based on circumstances at time of contract performance.

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT means the Department of the Navy.

(b) 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.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(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.

5252.217-9107 GROWTH AND NEW WORK (SEP 1990)

(a) It is the Government's intention to ensure that, where it is determined that the work will be performed by the private sector, any growth or new work identified during the overhaul will be awarded to the initial prime Contractor only if a fair and reasonable price can be negotiated for such work. If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following courses of action: (1) defer the work to a repair period after completion of the instant contract; (2) accomplish the work using Government employees during the original overhaul period. (Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause (DFARS 252.217 7011)); and/or (3) conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. The initial prime Contractor and other Master Ship Repair Agreement (MSRA) holders may enter this competition. If other than the initial prime Contractor is successful, the successful Contractor may engage in and complete the work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause.

(b) The offeror shall include in its proposed price the cost of supporting one or more third parties (including Government employees and/or other Contractors' workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for third party workers who must transit the Contractor's facility or any other work site provided by the Contractor at which the ship may be berthed; utilities used aboard the ship or in proximity of the ship in support of the overhaul; and similar requirements. Third party presence will occur only if the prime ship repair Contractor proposes other than a fair and reasonable price. The Contractor shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. The Contractor shall be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which would precipitate third party presence.

(c) This requirement does not preclude the Government from using Government employees to perform new or growth work at any time during the availability provided the use of Government employees is in the best interests of the Government.

NAVSEA 5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

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.

5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

(a) GENERAL

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

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

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

(b) IDENTIFICATION OF HAZARDOUS WASTES

The specifications 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 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 the NSA point of contact within 3 business days of receipt of written notification by the State. After obtaining NSA's 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.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

(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:

(1) 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;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) 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;

(4) Description of interference and inefficiencies in performing the change;

(5) 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;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) 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

(9) 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.

5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

(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 "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, 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.

5252.243-9113 OTHER CHANGE PROPOSALS (FT) - ALTERNATE I (JAN 1990)

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract price, including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by the Contracting Officer under the "CHANGES" clause. The Contractor shall be entitled to an equitable adjustment in the contract price for the effort required under subparagraph (a), but the Contractor shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the contract price shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

5252.245-9102 GOVERNMENT FACILITIES ON A RENT FREE NON INTERFERENCE BASIS (SEP 1990)

The price or estimated amount (including fee), as applicable, for the performance of this contract is predicated upon rent free use on a non interference basis of the facilities in the possession of the Contractor accountable under Contract *.

*To be specified in each Delivery Order, as applicable

5252.245-9105 FACILITIES TO BE GOVERNMENT-FURNISHED (FIXED-PRICE) (SEP 2009)

(a) The price and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in

paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the price or delivery schedule or both, shall be made pursuant to the clause entitled "CHANGES--FIXED PRICE" (FAR 52.243-1); provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

*(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in an attachment to Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract.

Note: Information to be specified in each Delivery Order, as applicable.

5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (APR 2015)

The Government will provide only that property identified in an attachment to Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for incorporation in the equipment to be delivered under Item(s) * of this contract.

*Information to be specified in each Delivery Order, as applicable.

5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) *. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

*Information to be specified in each Delivery Order, as applicable.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
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	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
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	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement Inform Employees of Whistleblower Rights	APR 2014 To
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
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
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
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
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
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 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014

52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
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
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
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
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
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
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
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
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
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	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.245-1 Alt I	Government Property (JAN 2017) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
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
52.249-14	Excusable Delays	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	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	MAY 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
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 Country that is a State Sponsor of Terrorism	OCT 2015
252.209-7010	Critical Safety Items	AUG 2011
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7006	Passive Radio Frequency Identification	JUN 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
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	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7011	Access to Vessel	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.217-7027	Contract Definitization	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016

252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
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
252.225-7021	Trade Agreements--Basic	DEC 2016
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 Agreement--Balance of Payments Program--Basic (DEC 2016)	DEC 2016
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
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	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7021	Returnable Containers Other Than Cylinders	MAY 1995
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(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 item (as defined in paragraph (1) of the definition in 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 \$35,000 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 \$35,000, 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, or proposed for debarment 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, or proposed for debarment (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, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, 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 \$35,000 in value; 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 \$ * 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.

*To be specified in each Delivery Order, as applicable.

(End of clause)

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 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 _____ 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.

(End of clause)

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> or <http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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.

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:
http://www.dodig.mil/hotline/hotline_posters.htm

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information

to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

(a) The Government's acquisition streamlining objectives are to-

- (1) Acquire systems that meet stated performance requirements;
- (2) Avoid over-specification; and
- (3) Ensure that cost-effective requirements are included in future acquisitions.

(b) The Contractor shall-

- (1) Prepare and submit acquisition streamlining recommendations in accordance with the statement of work of this contract; and
 - (2) Format and submit the recommendations as prescribed by data requirements on the contract data requirements list of this contract.
- (c) The Government has the right to accept, modify, or reject the Contractor's recommendations.
- (d) The Contractor shall insert this clause, including this paragraph (d), in all subcontracts over \$1.5 million, awarded in the performance of this contract.

(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(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 http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.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.

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 http://www.acq.osd.mil/dpap/pdi/uid/uii_types.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 items 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 items.

(End of clause)

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) essary 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.

(End of clause)

Section J - List of Documents, Exhibits and Other

Attachments DOCUMENTS,EXHIBITS,ATTACHMENTS

The following document(s), exhibit(s), and other attachment(s) form a part of this

Award:

No.

Document

Exhibit A, Contract Data Requirements List (CDRL) (DD Form 1423) A001-A003; A005-A009; A011; A012;
A014 Exhibit B, Contract Data Requirements List (CDRL) (DD Form 1423) B001-B009
Exhibit C, Contract Data Requirements List (CDRL) (DD Form 1423) C001-C002

Note: The following CDRLs do not exist for this procurement: A004, A010, and

A013

Section K - Representations, Certifications and Other Statements of

Offerors CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.215-6	Place of Performance	OCT 1997
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995