

Pacific Ship Repair & Fabrication, Inc.

SPECIAL TERMS AND CONDITIONS

for work under

Southwest Regional Maintenance Center (SWRMC)

BARGE IDIQ Contract N55236-18-D-0007

The following terms are requirements of Pacific Ship Repair & Fabrication, Inc. (Pacship) Prime Contract with Government, as modified by BUYER. In addition to General Purchase Order Terms and Conditions, they shall be incorporated into any agreement between Buyer and Seller when referenced on the Purchase Order.

Section B - Supplies or Services

CLAUSES INCORPORATED BY FULL TEXT

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

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 OF 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.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire contract is firm-fixed price.

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1. SCOPE

Specific details of work items, deliverables, documentation, training, applicable Government/departmental/industry standards, and other requirements will be specified in individual RFQ’s issued by BUYER.

Provision of depot level repairs, interior & exterior preservation, barge modernization upgrades (e.g. steam to electric conversion, SIPRNET/NIPRNET/Wireless LAN upgrade) dockside and dry dock services for U.S. Navy Barges. Dry docking services shall include the lifting of vessels out of water (floating dry dock or graving dry dock) for inspection, maintenance, and repair of hull surfaces as well as undocking after completion of work. All related work will be performed in the Pacific Southwest (San Diego) California area.

The applicable NAICS is 336611 with an employee size standard of 1250.

C.2. APPLICABLE DOCUMENTS

The Purchase Order may specify the applicability of various military and industrial specifications, standards, and handbooks. Unless otherwise specified, the revision level and date for each specification cited within each solicitation or Purchase Order shall be the specific version listed in the Department of Defense Index of Specifications and Standards (DODISS) current on the date of purchase order award. When required for the performance of ordered tasks, the Contractor shall obtain the required

documents from the technical originator of the individual Purchase Order as Government Furnished Information. As a minimum, the following documents apply:

- C.2.1 Ship's Maintenance and Material Management Manual (3M Manual)
- C.2.2 NAVSEA S9AAO-AB-GOS-010, General Specifications for Overhaul
- C.2.3 MIL-STD-00 1379, Contract Training Programs
- C.2.4 DOD-STD-480A, Configuration Control and Engineering Changes
- C.2.5 NAVSEA S9086-AA-STM-010/CH-001, Naval Ships Technical Manuals
- C.2.6 Institute of Electrical and Electronics Engineers Standards
- C.2.7 COMFLTFORCOMINST 4790.3, Joint Fleet Maintenance Manual
- C.2.8 NAVSEA Standard Items (current edition)
- C.2.9 Naval Ships Technical Manual, Ch. 081, Hull Cleaning Guidelines
- C.2.10 MIL-STD-1625, Safety Certification Program for Dry- Docking Facilities and Shipbuilding
- C.2.11 Systems and Specifications, SSPC Painting Manual Volume 2
- C.2.12 Naval Ships Technical Manual, CH. 631, Preservation of Ships in Service
- C.2.13 NAVFAC Graving Dock Best Management Practice
- C.2.14 NAVFAC P-307 Category 3 Crane Training
- C.2.15 NAVSEA 0900-060-4010 Fabrication, Welding and Inspection of Metal Boat and Craft Hulls
- C.2.16 DOD-STD-2003-1(NAVY) 24 June 1987
- C.2.17 Information Assurance Shipboard Red/Black Installation Publication IA PUB-5239-3 1/July 2001
- C.2.18 SECNAVINST 5510.36 of 6 October 2006 (Department of the Navy (DON) Information Security Program (ISP) Instruction)
- C.2.19 IA PUB-5239-22 /September 2008 (Protective Distribution System Publication) SECTION 8, Shipboard Installations
- C.2.20 MIL-STD-204213, 9July 2002 Fiber Optic Cable Topology Installation, Standard Methods for Naval Ships
- C.2.21 TIA/EIA-598-B-2001, December 2001, Fiber Optic Color Code Standard for Telecommunications
- C.2.22 MIL-STD-188-124B Military Standard for Grounding, Bonding and Shielding
- C.2.23 MIL-STD-1310G- Standard Practice for Shipboard Bonding, Grounding and Other Techniques for Electromagnetic Compatibility and Safety

C.2.24 Safety OPNAVINST 5100 series

C.2.25 NAVSEA TECHSPEC 9090-310 series

C.2.26 MIL-STD-1625C Safety Certification Program for Dry docking Facilities and Shipbuilding Ways for U.S. Navy Ships

C.2.27 U.S. Navy Towing Manual, Appendix H: Checklist for Preparing and Rigging a Tow

C.3. PERFORMANCE REQUIREMENTS (When tasked by Purchase Order)

The Contractor shall perform repairs, alterations, installations, upgrades, conversions, habitability, and dry docking services including underwater hull repairs, and preservation for U.S. Navy berthing and messing program, barges and structures, and their related systems, equipment, and facilities in accordance with the performance-based requirements stated in each RFQ.

C.4.1 QUALITY ASSURANCE SYSTEM

The quality of all services referred under this contract shall conform to high standards. At time of contract award, the prime contractor shall have in place, an existing government approved quality system to 009-04 of ref. C.2.8 by the NAVSEA 04XQ office (Quality Programs and Certification Office) for shipboard work in accordance with NAVSEA Technical Specification 9090-310, ref. C.2.25. The documented quality assurance system shall be used to ensure that the end product of each task conforms to contract requirements whether produced by the contractor or provided by approved subcontractors or vendors. The quality assurance system shall provide for control over all phases of the various types of tasks, from initial manning and material ordering to completion of final tasking, before offering to the government for acceptance as specified in this contract's or task orders' terms and conditions. All services shall be rendered according to the documented quality system and directly supervised by individuals qualified in the relevant profession or trade.

C.6.1 GOVERNMENT FURNISHED PROPERTY

The Government may provide the Contractor certain Government owned facilities, equipment, services, and materials for use in connection with this contract. All Government furnished property shall be outlined in individual task orders under this contract. All such facilities, equipment, services, and materials will be provided in "as is" condition. The use of any Government furnished property or services not defined within the scope of each task order is prohibited.

C.6.2 Government Furnished Facilities (GFF). The Government will not provide program management office space or general operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the company's overall management of this contract at his/her own expense.

C.6.3 Government Furnished Materials will be as specified in Task Orders. All other materials shall be contractor furnished.

C.7.0 CONTRACTOR FURNISHED ITEMS

Except for items listed in paragraph C.6, the Contractor shall provide all labor, facilities, equipment, materials, and services to perform the requirements of this contract. All replacement units, parts,

components and materials to be used in the maintenance and repair of the barges and equipment will be compatible with that existing equipment on which it is to be used. They will be of equal or better quality than original equipment specifications. They will comply with applicable government, commercial, or industrial standards such as, but not limited to, National Board of Underwriters or Underwriters' Laboratories Inc., National Board of Fire Underwriters, National Electrical Manufacturer's Association, and American Society of Mechanical Engineers. Items or technical specifications will be of acceptable industrial grade and quality. If the original manufacturer has updated the quality of parts for current production, parts supplied under this contract will equal or exceed the updated quality. The Contractor shall be reimbursed for material, supplies or equipment purchased or rented by the appropriate CLIN or sub-CLIN in the Task Order.

C.8.0 PERSONNEL

The government may require security clearances for the performance of any task order under this contract. The contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual task orders (if applicable).

C.8.1.2 Personnel Certifications and Qualifications

For barge installation and repair-related work, the contractor shall utilize certified Gaylord Hood technicians and qualified technicians for service and repair of Carrier 90 ton and 190 ton air conditioners/chillers (Models 30RB0906BCOD-7 Mar Chiller and 30RB-1906BCOD-7 Mar Chiller).

C.9.0 CONTRACTOR FACILITIES

A significant portion of task orders issued under this contract will require close liaison with the government. The contractor's facility is not necessary for the exclusive use of this contract and can be utilized on a shared basis. Contractor facilities shall include sufficient physical security to protect contractual government property/assets. The contractor's facility shall meet all location and size requirements to perform work requirements within 30 days after contract award. Facility space shall include offices, conference room(s), and a staging area for materials and equipment, as required.

C.10.0 SAFETY ISSUES

C.10. 1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The Contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and government property. The contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. It is the Contractor's sole responsibility to make certain that all safety requirements are met and are documented as part of their quality management system.

C. 10.1.1 Performance at government facilities

In addition to complying to clause 5252.223-9200 Occupational Safety and Health Requirements, the contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and SBS. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

C.10.2 SAFETY TRAINING

The contractor shall provide a qualified person as required by 009-35 of ref. C.2.8 for Confined Space Entry.

C.11.1 TRAVEL

C.11.2 LOCATIONS

Travel locations and place of performance shall be specified at task order level. Depending on the locations cited at the task order level, additional requirements and/or clauses shall be applicable. The contractor shall be responsible for meeting all travel requirements and clause prior to task order award.

C.12. GENERAL REQUIREMENTS:

The following are applicable to the extent they apply to all repairs, modifications, testing and adjustments. Any cost to comply with these requirements shall be included in the price of the CLINs listed in Section B.

C. 12.1. The Contractor Shall:

- a. Exercise own judgment and expertise to assure the successful completion of all tasks placed hereunder.
- b. Designate those persons authorized to accept/reject verbal orders.
- c. Forward all requests for changes in delivery schedules, funding requirements and scope in writing. These requests shall include specific details as to what changes are required and circumstances requiring such and shall be submitted to the Buyers Program Manager prior to 85% of delivery availability being exceeded.
- d. Not respond to new performance requirements until a Purchase Order or a modification has been signed or verbal authorization has been given by the Buyers Contract Administrator.
- e. Not respond to any requests requiring deviations in technical performance as specified in the task order without obtaining prior approval of the Buyers Contract Administrator.
- f. Be responsible for inspection of workspaces prior to manning to ensure spaces are available for work to avoid unnecessary delays in day to day work schedule.
- g. Provide protection during contamination-producing operations and maintain cleanliness in accordance with NSI 009-06. Remove and properly dispose of all debris or trash resulting from cleaning, removal, installation or any other aspect of task performance. This will be required of all tasks performed on this contract whether at a Government facility or at a privately owned facility.
- h. Clean, inspect and repair piping flanges exposed by removals. Repair by removing high spots, burrs, abrasions, and foreign matter, where removal can be accomplished by hand tools. Take precautions to maintain phonographic finish on flanges that have it.
- i. Ensure personnel are familiar with the requirements of NSI 009-94 when working within a privately owned ship repair facility.

j. Submit a written weekly report detailing the daily events and the progress made during the course of each day to the Buyers Program Manager or designee. Time and location for submission of the weekly report shall be agreed upon at the beginning of each task order and prior to the start of the work. A sample of said report is to be provided to Buyers Program Manager or designee prior to the first reporting cycle.

C.12.2. Environmental and Safety Requirements. The Contractor Shall:

- a. Consider all insulation, lagging, deck tile, underlayment, gasket shipboard cabling and mastic to be asbestos- containing material (ACM) until it can be established by laboratory analysis, or other reliable methods, that the material does not contain asbestos, in accordance with 29 CFR 1915.1001. Removal, disturbance or disposal of ACM shall be accomplished IAW the requirements of NSI 009-10.
- b. Accomplish confined space entry, certification, fire prevention and housekeeping requirements of NSI 009-07, 009-08, 009-34, 009-35 and 009-70. Maintain area cleanliness and ensure all residues and refuse are removed daily and ensure that general housekeeping is maintained for the duration of the task in the work areas specified on each task order.
- c. Consider all marine coatings to contain heavy metals (e.g. lead, cadmium or chromium), hexavalent chromium, crystalline silica and/or other toxic or hazardous substances as defined in 29 CFR 18 15.1000. Contractor shall make an initial determination of potential employee exposure to toxic or hazardous substances prior to removal of existing non-skid or coatings. Laboratory analysis results of bulk non-skid/paint samples shall be submitted to the SBS as soon as possible upon receipt from the laboratory.
- d. Contractor shall perform personnel air monitoring unless a negative initial determination is made by the contractor. If no personnel monitoring will be conducted, contractor shall submit one legible copy, in hard copy or electronic media, of the written rationale providing the basis for the decision not to engage in personnel monitoring to the SBS, prior to disturbance of the non-skid/coatings.
- e. Consider all solid waste to be removed from a ship under repair to be potentially hazardous waste. This includes liquids generated as a result of hydroblasting operations, and includes wastes not identified under SWT 077-01. The contractor shall review and evaluate all solid waste to determine if that waste is hazardous IAW 40 CFR 262.11.
- f. All solid waste with the known potential to be hazardous, including but not limited to non-skid debris, paint chip debris, flooring/debris, and all liquid waste removed from the ship shall be tested by a certified laboratory for metals IAW 40 CFR 261.24, using the Toxicity Characteristic Leaching Procedure (TCLP), Method 1311 in EPA Publication SW-846. Contractor shall submit all laboratory analysis reports to the SBS as soon as possible upon receipt from the laboratory. No solid waste removed from the ship shall be transported off the facility until authorized by the SBS.
- g. All removed non-skid/paint debris shall be containerized IAW 40 CFR Subpart I. Non-skid/paint debris shall not be accumulated and stored in cardboard, "fri-wall" containers. During the timeframe between when a solid waste is generated and a sample of that solid waste is collected and submitted to an accredited laboratory for analysis, and when the laboratory analysis results are received by the contractor, all containers of the solid waste shall be labeled as "Pending Analysis."
- h. Contractor shall prepare, provide and affix labels/placards for all containers of solid waste accumulated on the land, pier and/or the vessel, including solid waste that is "Pending Analysis". Labels/placards shall weather proof, large enough to provide ready identification, and provide the

following information:

- Contractor Name
- Contractor POC: (name, cell phone number, phone number)
- Vessel
- SWRMC Contract Number
- SWRMC Task Order Number
- SBS Point of Contact (name, cell phone number, phone number)
- Ship's QTR Deck/OOD phone number
- Description of waste
- Analysis Pending/Sample date (if applicable)
- SWRMC Maintenance Team Project Manager (name, cell phone number, phone number) applicable.
- SWRMC Port Engineer (name, cell phone number, phone number) if applicable.

i. For operations at San Diego area Naval Facilities, and all private contractor shipyards in the San Diego vicinity, all solid waste determined to be hazardous waste shall be turned over to the ship/vessel from which waste was produced for processing and disposal through NAVFAC San Diego (formerly PWC) hazardous waste operations. For operations in San Diego area Naval Facilities, all hazardous waste shall be turned in to, via the SBS, for disposal. For operations at Naval Facilities or private contractor's facilities outside the San Diego area, the contractor shall comply with all state and local regulations, and local work items applicable in those areas.

j. In the event that a solid waste is determined to be non-hazardous, the contractor shall dispose of the waste in accordance with federal, state, and local regulations.

k. Provide a clean/empty barge or tank truck for off-loading and transport of wastewater generated to accomplish the requirements of the task order. The contractor shall coordinate the barge/tank truck placement with the SAR. The contractor is responsible for the barge/tank truck and all plumbing and piping up to 2000 linear feet. Accomplish continuous cleanup of all debris and fluids incidental to installation or removal of piping system components during performance of work in individual task orders.

l. When pumping wastewater from the ship/vessel to the barge/tank truck, the contractor shall provide a minimum of three (3) personnel to monitor pumping operations as follows: one person on the barge/tank truck receiving the wastewater, one person walking the piping/hoses from the pumping site to the barge/tank truck, and one person at the pumping site. The three personnel shall be in constant radio contact so that pumping operations can be ceased immediately in the event of a leak or a spill.

m. The contractor shall submit to the Buyers Program Manager or designee, upon completion of each task order, one legible copy, in hard copy or electronic media, a report of the types and amounts of wastewater generated as a result of accomplishment of the task order. The report shall include: description of wastewater, volume of wastewater, name/address of transporter, and the name/address of the disposal facility. If work is performed in a private contractor's facility, the contractor shall submit this report to the Buyers Program Manager or designee and to the facility's environmental manager.

n. Accomplish the requirements of NSI 009-97 for all task orders performed. If work is performed on a Naval Facility, contractor shall submit all required reports to the Buyers Program Manager or designee. If work is performed in a private contractor's facility, contractor shall submit reports to the Buyers Program Manager or designee and to the facility's environmental manager.

C.13. DETAILED REQUIREMENTS

C.13.1. Definition of Repair Requirements - The contractor may be required to define repair requirements. These efforts, when required, will include, but are not limited to inspecting equipment and/or systems to determine repair options and alternatives, and making recommendations to the SBS.

C.13.2. Repair Implementation. The contractor shall provide qualified technicians and tradesman to perform repairs and refurbishment. This effort shall include, but is not limited to, the following:

- a. Conduct liaison visits (with Buyers Program Manager or designee) to coordinate schedules for repairs, equipment removal for repair, and refurbishment or replacement. Repair actions will include the removal and reinstallation of all interferences.
- b. Correct deficiencies identified during visits and/or surveys when authorized by the individual task order. Deficiencies identified that cannot be corrected due to operating schedule will be re-scheduled.
- c. Provide teams of qualified journeymen level mechanics, and technicians to accomplish repairs onboard vessels. Repair efforts on short notice may be required and will require work efforts to continue around the clock, including weekends and holidays, until completed.
- d. Provide subcontracting capabilities, administration, and management to accomplish repairs which may require highly specialized skills beyond the contractor's internal workforce.
- e. Conduct completion inspections, accompanied by the Buyers Program Manager or designee, authorized Government representative and/or the SBS after all repair and/or replacement actions have been accomplished.
- f. Provide Quality Assurance Inspections and Certifications for all repair actions accomplished in accordance with this contract and standard industry practices.
- g. Repair and refurbishment work efforts will be conducted at locations specified in each task order.
- h. During the craft visits, the contractor shall work closely with the Buyers Program Manager or designee and authorized Government representative to expeditiously fulfill planned or emergency work requirements and keep them fully informed of the status of work items.
- i. Provide the necessary tools, rigs, and test equipment to perform repairs.
- j. Provide crane services when required.
- k. Provide written reports to Buyers Program Manager or designee on all work performed, and test documentation of those results.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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 the 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 (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

(h) An ACP which has been approved for specific Master Ship Repair Agreement (MSRA) or Agreement for Boat Repair (ABR) or Basic Ordering Agreement (BOA), is valid and applicable to all job orders awarded under that agreement.

CLAUSES INCORPORATED BY FULL TEXT

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

CLAUSES INCORPORATED BY FULL TEXT

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-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0016 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

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. Reports must be submitted to the Buyers Program Manager or designee who will forward them to the 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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0021 DRYDOCK CERTIFICATION (NAVSEA) (APR 2015)

The drydocking of all vessels on or after 1 January 1980 shall be accomplished in dry docks certified in accordance with MIL-STD-1625D(SH) dated 27 August 2009 as invoked by NAVSEA Standard Item 009-01.

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) (JAN 2008)

(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) 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.daps.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) 697-2179
Facsimile (215) 697-1462.

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.

NOTES:

These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0038 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

CLAUSES INCORPORATED BY FULL TEXT

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 2004)

(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, ACN Notice 1 of 16 Feb 99. 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-2-0051 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.

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 EMail (<https://dod-email.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 EMail. 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 (to be specified in each delivery order) Ship class 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 (to be specified in each delivery order) Ship class.

(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) (to be specified in each delivery order).

(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) (to be specified in each delivery order).

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

RMC C-2-0002 SUBMISSION OF HAZARDOUS WASTE MANIFEST (RMC) (DEC 1997)

Submission of the completed and signed Hazardous Waste Manifest forms, as required by the applicable Hazardous Waste Handling and Disposal Work Item, shall be submitted to BUYER who will forward to the Southwest Regional Maintenance Center, Hazardous Waste Management Division Code 106B, Located Naval Station San Diego, Bldg 91. The Fax number is (619) 556-7887.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0010 NON SMOKING POLICY

For bidding purposes, contractors are advised that in light of the Navy's policy regarding smoke-free facilities, the entire vessel, topside and below decks, is to be considered a "No Smoking Area" unless otherwise indicated by shipboard policy.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0012 PERSONAL PROTECTIVE EQUIPMENT

Whenever work is performed aboard U.S. Naval Ships or vessels at piers or drydocks of a Naval Shipyard or Naval Station, Contractor employees (including management personnel) shall have and use at all times the following personal protective equipment:

- (a) Head Protection that must comply with 29 CFR 1915.155 or shall be demonstrated to be equally effective.
- (b) Eye and face protection, including prescription lenses must comply with 29 CFR 1915.153 (b) or shall be demonstrated to be equally effective.
- (c) Protective footwear must comply with 29 CFR 1915.156 or shall be demonstrated to be equally effective.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0016 USE OF BLACK OXIDE COATED BRASS THREADED FASTENERS (BOCBTFs)

Due to safety concerns, use of BOCBTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in this contract.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0018 COSAL CONFIGURATION CHANGE DOCUMENTATION (NAVSEA) (JUN 1992)

The contractor shall document all changes to the ship's configuration and prepare all documentation required to bring the ship's COSAL and SPCC Weapons Systems Files (WSF) into agreement with the actual end of availability configuration. Perform COSAL/WSF maintenance action on all planned and actual equipments/components/equipage, whether furnished by the Government or the Contractor.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0023 POST-AWARD SUBMISSION

After receipt of award and prior to starting work aboard the vessel, the contractor must submit a list of employees who will work aboard ship to the Buyers Security Office. The list should be on company letterhead, include each employee's name, social security number, and security clearance when required, and bear the signature of a company official.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0052 DELAY/DISRUPTION

The contractor shall coordinate the Purchase Order work effort, with the Buyers Program Manager or designee, 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 two hours or less. These disruptions are considered normal rather than unusual occurrences during the performance of tasks ordered under this contract.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0053 REQUIRED STANDARD OF WORKMANSHIP

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade, or field, and holding any licenses required by law.

RMC C-2-0024

RMC C-2-0024 CITIZENSHIP REQUIREMENTS

The contractor shall comply with the Department of Defense Industrial Security Manual (DoD 5220.22), and any revisions to that manual as of the Bid Opening Date prescribed, for verification of all U. S. Citizens.

Prospective offerors shall refer all questions pertaining to the above to Southwest Regional Maintenance Center (SWRMC) Security Manager (619.556.2813).

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE (NAVSEA)

All unclassified data 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.

HQ D-1-0002

Item(s) 0001 – 0002, Option Items 1001 – 4002, if exercised - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

HQ D-2-0006 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(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. 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 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.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

(a) The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
ANSI/ISO/ASQ	Q9001	2008	See NAVSEA Standard Item 009-

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph

(a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

HQ E-1-0003

Item(s) 0001, 0002, and each option year CLINs - Inspection and acceptance shall be made at destination by a representative of the Government.

HQ E-1-0006 INSPECTION AND ACCEPTANCE OF PTD

Item(s) 0001, 0002, and each option year CLIN, if exercised - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

HQ E-2-0002 ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS (NAVSEA) (OCT 1990)

In case any work done or materials or supplies furnished by the Contractor under this contract for any vessel, or the equipment thereof, shall within sixty (60) days of delivery of the vessel to the Government, or the date of final acceptance, whichever occurs first, prove defective or deficient, such defects or deficiencies shall, as required by the Government, be corrected or repaired by the Contractor to the satisfaction of the Contracting Officer; provided, however, that with respect to any individual work item which is incomplete or deficient at the time of delivery or acceptance, the Contractor's obligation under this requirement to correct or repair such deficiency shall extend sixty (60) days from the date of such correction or repair, whichever occurs first. The Contractor shall be entitled to allowable costs for corrections or repairs performed in accordance with this requirement but shall not be entitled to any additional fee for such work.

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.

QUALITY MANAGEMENT SYSTEM (SWRMC)

The contractor shall provide and maintain a quality management system acceptable to the Government, and shall perform the inspections and test pursuant to the company's program to substantiate that the material and workmanship provided pursuant to the contract conform to the drawings, specifications, and contract requirement listed herein. The Contractor's quality management system shall, as a minimum, be in accordance with NAVSEA Standard Item 009-04. The Government shall have the right to deem work or material furnished by the contractor to be incomplete and not in accordance with the requirements of the contract by reason of the contractor's failure to: (1) comply with any quality assurance terms contained herein, (2) maintain a written quality management system manual which

reflects current requirements and has been accepted by SWRMC, or (3) comply with the requirements of the written quality management system manual.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

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. Amount to be specified per delivery order.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

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.

RMC F-1-0002 PLACE OF PERFORMANCE (RMC)

- (a) Work on the Vessel under this contract shall be performed at: To be specified in each delivery order.
- (b) Drydocking shall be accomplished at: To be specified in each delivery order.
- (c) All other work shall be accomplished at: To be specified in each delivery order.

RMC F-2-0055 EMERGENT REQUIREMENTS

A number of orders issued under this contract are expected to be classified as "Emergent Work" by the Contracting Officer (CO). The contractor will be expected to commence effort within one day after receiving directions to proceed.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Reports	JUN 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

RMC G-2-0052 AUTHORIZED CHANGES ONLY BY THE BUYERS CONTRACT ADMINISTRATOR

a. Except as specified in paragraph (b) below, no order, statement, or conduct of Government OR BUYER 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.

b. The Contractor shall not comply with any order, direction or request of Government OR BUYER personnel unless it is issued in writing and signed by the BUYERS CONTRACT ADMINISTRATOR, or is pursuant to specific authority otherwise included as a part of this contract.

The BUYERS CONTRACT ADMINISTRATOR 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 BUYERS CONTRACT ADMINISTRATOR. In the event the contractor effects any change at the direction of any person other than the BUYERS CONTRACT ADMINISTRATOR,

the change will be considered to have been made without authority and no adjustment will be made in Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

NAVSEA 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.

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.

NAVSEA 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

Delivery 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 delivery 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 within 3 business days of receipt of written notification by the State. After obtaining delivery 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 delivery for completion.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. 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

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 (AT) - ALTERNATE I (APR 1999)

(a) For the purposes of this requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (i) an engineering change proposed by the Government or the Contractor pursuant to the "Other Change Proposals" or other requirements of this contract and (ii) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment under the "CHANGES" clause or any other article or requirement of this contract.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect of a change made pursuant to a written order designated as a "change order" or in respect of a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect of any other act or omission to act on the part of the Government, the proposal supporting such request shall include 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 identifiable 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 identifiable 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 which is substituted or added by the change. A list of identifiable 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 disruption attributable solely to the change; which description shall include the following information:

(i) Description of each identifiable element of disruption and how work has been, or may be, disrupted;

- (ii) The calendar period of time during which disruption occurred, or may occur;
- (iii) Area(s) of the Contractor's operations where disruption occurred, or may occur;
- (iv) Trade(s) or functions disrupted, with a breakdown of manhours and material for each trade or function;
- (v) Scheduling of trades before, during, and after period of disruption insofar as such scheduling may relate to or be affected by the estimated disruption;
- (vi) Description of any measures taken to lessen the disruptive effect of the change;

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

(7) Other work or increased costs attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the nature of the alleged Government act or omission, when the alleged Government act or omission occurred, and the "causal" relationship between the alleged Government act or omission and the claimed consequences thereof, cross-referenced to the detailed information provided as required above.

(c) Each proposal submitted in accordance with this requirement shall include a copy of the Contractor's ship's labor budget at the cost level in effect as of the date the event began, the cost incurred at the cost level as of the same date, and the proposed effect of the change at the cost class level.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in subparagraphs (b)(1) through (b)(8) above, or that the Contractor may not reasonably be able to furnish complete information on all of the factors listed in subparagraph (b)(1) through (b)(8) above. Accordingly, the Contractor is only required to set forth in its request for equitable adjustment information with respect to those factors which are relevant to the individual request for equitable adjustment, or in the level of detail which is reasonably available to the Contractor.

(e) In addition to any information required under paragraph (b) above, each proposal submitted in support of a claim for equitable adjustment, under any requirement of this contract, in an amount which requires certified cost or pricing data, shall contain such cost or pricing data as the Contracting Officer shall require with respect to each individual claim item, and 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, with the information submitted pursuant to subparagraphs (b)(1) through (b)(8) 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).

5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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
52.203-13	Contractor Code of Business Ethics and Conduct	OCT	2015
52.203-16	Preventing Personal Conflicts of Interest	DEC	2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR	2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN	2017
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
52.204-13	System for Award Management Maintenance	OCT	2016
52.204-22	Alternative Line Item Proposal	JAN	2017
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed for Debarment	OCT	2015
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
52.215-14	Integrity of Unit Prices	OCT	2010
52.215-23	Limitations on Pass-Through Charges	OCT	2009
52.219-6	Notice of Total Small Business Set-Aside	NOV	2011
52.219-8	Utilization of Small Business Concerns	NOV	2016
52.219-13	Notice of Set-Aside of Orders	NOV	2011
52.219-14	Limitations On Subcontracting	JAN	2017
52.219-28	Post-Award Small Business Program Representation	JUL	2013
52.222-1	Notice To The Government Of Labor Disputes	FEB	1997
52.222-3	Convict Labor	JUN	2003
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	2011
52.223-10	Waste Reduction Program	MAY	2011
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	JUN	2016
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG	2011
52.223-19	Compliance With Environmental Management Systems	MAY	2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN	2008

52.227-1	Authorization and Consent	DEC	2007
52.227-2	Notice And Assistance Regarding Patent And Infringement	DEC	2007
52.228-5	Insurance - Work On A Government Installation	JAN	1997
52.229-3	Federal, State And Local Taxes	FEB	2013
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
52.232-16	Progress Payments	APR	2012
52.232-17	Interest	MAY	2014
52.232-25	Prompt Payment	JAN	2017
52.232-33	Payment by Electronic Funds Transfer--System for 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 Alt I	Disputes (May 2014) - Alternate I	DEC	1991
52.233-3	Protest After Award	AUG	1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT	2004
52.237-2	Protection Of Government Buildings, Equipment, Vegetation	APR	1984
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
52.248-1	Value Engineering	OCT	2010
52.249-2	Termination For Convenience Of The Government (Price)	APR	2012
52.249-8	Default (Fixed-Price Supply & Service)	APR	1984
52.251-1	Government Supply Sources	APR	2012
52.253-1	Computer Generated Forms	JAN	1991
252.203-7000	Requirements Relating to Compensation of Former Officials	SEP	2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Contract-Related Felonies	DEC	2008
252.203-7002	Requirement to Inform Employees of	SEP	2013
252.203-7003	Agency Office of the Inspector General	DEC	2012
252.203-7004	Display of Hotline Posters	OCT	2016
252.204-7000	Disclosure of Information	OCT	2016
252.204-7002	Payment For Subline Items Not Separately Priced	DEC	1991
252.204-7003	Control Of Government Personnel Work Product	APR	1992
252.204-7004 Alt A	System For Award Management Alternate A	FEB	2017
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 Incident Reporting	OCT	2016
252.204-7015	Notice Of Authorized Disclosure of Information For Litigation Support	MAY	2016
252.205-7000	Provision Of Information To Cooperative 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
252.211-7005	Substitutions For Military or Federal Specifications Standards	NOV	2005
252.217-7028	Over and Above Work	DEC	1991
252.223-7001	Hazard Warning Labels	DEC	1991
252.223-7004	Drug Free Work Place	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)	DEC	2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC	2016
252.225-7004	Report of Intended Performance Outside the States and Canada – Submission After Award	OCT	2015
252.225-7006	Quarterly Reporting of Actual Contract Outside the United States	OCT	2010
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
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN	2011
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC	2009
252.225-7025	Restriction on Acquisition of Forgings	DEC	2009
252.225-7030	Restriction on Acquisition of Carbon, Alloy, And Armor Steel Plate	DEC	2006
252.225-7038	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
252.227-7030	Technical Data – Withholding Of Payment	MAR	2000
252.227-7037	Validation Of Restrictive Marking On Technical Data	SEP	2016
252.232-7010	Levies On Contract Payments	DEC	2006
252.242-7004	Material Management And Accounting System	MAY	2011
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

Section J - List of Documents, Exhibits and Other Attachments

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
252.246-7001	Warranty Of Data	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

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

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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

Warning: Contains (or manufactured with, if applicable)

* _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment

Section J - List of Documents, Exhibits and Other Attachments
and appliances delivered to the Government under this contract by--

- (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
 - (ii) Contract number; and
 - (iii) Equipment/appliance;
- (2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after--
- (i) Annually by November 30 of each year during contract performance; and
 - (ii) At the end of contract performance.
- (d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

(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):

FAR clauses & provisions: <http://farsite.hill.af.mil/VFFARA.HTM>

DFARS clauses & provisions: <http://farsite.hill.af.mil/VDFDARA.HTM>

NMCARS/NMCAG clauses & provisions: <http://farsite.hill.af.mil/vfnapsa.htm>

(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.

RMC J-2-0001 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Documents, exhibits and other attachments that will form part of this contract as follows:

Attachment: Contractors 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS, dated 31 March 2017.