

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 81	
2. CONTRACT NO. N5005417D0013		3. SOLICITATION NO. N50054-16-R-0002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 01 Sep 2016	6. REQUISITION/PURCHASE NO. SBIDIQMACNORFOLKVA		
7. ISSUED BY MID-ATLANTIC REGIONAL MAINTENANCE CENTER CODE 411, 9727 AVIONICS LOOP NORFOLK VA 23511-2124 CODE N50054			8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE		
TEL: (757) 396-5041 FAX: (757) 396-1762			TEL:		FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 01:00 PM local time 30 Jan 2017
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ROGER M GWYN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (757) 400-0324	C. E-MAIL ADDRESS roger.gwyn@navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 5T2H5	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
ADVANCED INTEGRATED TECHNOLOGIES, LLC 2427 INGLESIDE RD NORFOLK VA 23513-4525			

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$119,108,407.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
		(4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY INDIVIDUAL ORDERS TO BE CITED ON INDIVIDUAL ORDERS AA	CODE N50054
See Item 7			
26. NAME OF CONTRACTING OFFICER (Type or print) MORGAN B MYRICK TEL: 757-396-5041 X 445 EMAIL: morgan.myrick@navy.mil		27. UNITED STATES OF AMERICA <i>Morgan Myrick</i> (Signature of Contracting Officer)	28. AWARD DATE 25-Sep-2017

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 1001		1	Job	\$119,108,407.00	\$119,108,407.00

FFP DELIVERY ORDERS (DOs) BASE PERIOD
 FFP
 ACCOMPLISH FIXED PRICE DELIVERY ORDERS FOR SCHEDULED AVAILABILITIES AND/OR EMERGENT MAINTENANCE, MODERNIZATION AND REPAIR.

SEE NOTES INDICATED BELOW IN SECTION B.
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 FOB: Destination
 PURCHASE REQUEST NUMBER: SBIDIQMACNORFOLKVA

MAX NET AMT \$119,108,407.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 1002		UNDEFINED			NSP

CDRLs - BASE PERIOD
 FFP
 AS APPLICABLE, THE CONTRACTOR SHALL MEET THE REQUIREMENTS OUTLINED IN THE CONTRACT DATA REQUIREMENTS LISTS (CDRLS) PROVIDED AS EXHIBITS A, B AND C.

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 2001		1	Job	\$120,570,071.00	\$120,570,071.00

OPTION FFP DOs - OPTION PERIOD ONE
 FFP
 ACCOMPLISH FIXED PRICE DELIVERY ORDERS FOR SCHEDULED AVAILABILITIES AND/OR EMERGENT MAINTENANCE, MODERNIZATION AND REPAIR.

SEE NOTES INDICATED BELOW IN SECTION B.
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 FOB: Destination

MAX NET AMT	\$120,570,071.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 2002	<p>OPTION</p> <p>CDRLs OPTION PERIOD ONE FFP AS APPLICABLE, THE CONTRACTOR SHALL MEET THE REQUIREMENTS OUTLINED IN THE CONTRACT DATA REQUIREMENTS LISTS (CDRLS) PROVIDED AS EXHIBITS A, B AND C.</p> <p>SEE NOTES INDICATED BELOW IN SECTION B.</p> <p>THIS IS A NOT SEPARATELY PRICED CLIN.</p>				NSP
<hr/> <p>MAX NET AMT</p>					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 3001		1	Job	\$125,119,968.00	\$125,119,968.00

OPTION FFP DOs - OPTION PERIOD TWO
 FFP
 ACCOMPLISH FIXED PRICE DELIVERY ORDERS FOR SCHEDULED AVAILABILITIES AND/OR EMERGENT MAINTENANCE, MODERNIZATION AND REPAIR.

SEE NOTES INDICATED BELOW IN SECTION B.
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 FOB: Destination

MAX NET AMT	\$125,119,968.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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CLIN Number 3002		UNDEFINED			NSP
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OPTION CDRLs OPTION PERIOD TWO
FFP
AS APPLICABLE, THE CONTRACTOR SHALL MEET THE
REQUIREMENTS OUTLINED IN THE CONTRACT DATA
REQUIREMENTS LISTS (CDRLS) PROVIDED AS EXHIBITS A, B, AND C.

SEE NOTES INDICATED BELOW IN SECTION B.

THIS IS A NOT SEPARATELY PRICED CLIN.

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 4001		1	Job	\$134,453,645.00	\$134,453,645.00

OPTION FFP DOs - OPTION PERIOD THREE
 FFP
 ACCOMPLISH FIXED PRICE DELIVERY ORDERS FOR SCHEDULED AVAILABILITIES AND/OR EMERGENT MAINTENANCE, MODERNIZATION AND REPAIR.

SEE NOTES INDICATED BELOW IN SECTION B.
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 FOB: Destination

MAX NET AMT	\$134,453,645.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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CLIN Number 4002					NSP
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OPTION CDRLs OPTION PERIOD THREE
FFP
AS APPLICABLE, THE CONTRACTOR SHALL MEET THE
REQUIREMENTS OUTLINED IN THE CONTRACT DATA
REQUIREMENTS LISTS (CDRLS) PROVIDED AS EXHIBITS A, B, AND C.

SEE NOTES INDICATED BELOW IN SECTION B.

THIS IS A NOT SEPARATELY PRICED CLIN.

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 5001		1	Job	\$144,798,205.00	\$144,798,205.00

OPTION FFP DOs - OPTION PERIOD FOUR
 FFP
 ACCOMPLISH FIXED PRICE DELIVERY ORDERS FOR SCHEDULED AVAILABILITIES AND/OR EMERGENT MAINTENANCE, MODERNIZATION AND REPAIR.

SEE NOTES INDICATED BELOW IN SECTION B.
 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
 FOB: Destination

MAX NET AMT	\$144,798,205.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 5002		UNDEFINED			NSP
OPTION	CDRLs OPTION PERIOD FOUR FFP AS APPLICABLE, THE CONTRACTOR SHALL MEET THE REQUIREMENTS OUTLINED IN THE CONTRACT DATA REQUIREMENTS LISTS (CDRLS) PROVIDED AS EXHIBITS A, B, AND C. SEE NOTES INDICATED BELOW IN SECTION B. THIS IS A NOT SEPARATELY PRICED CLIN.				
				MAX NET AMT	\$0.00

CLAUSES INCORPORATED BY FULL TEXT

NOTE A: CLINs 2001 through 5002 are option items to which the option clause 52.217-7 in SECTION I applies and which are to be supplied only if and to the extent said option is exercised.

NOTE B: FIXED SHIP REPAIR LABOR AND MATERIAL BURDEN RATES (CEILING RATES)

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

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term “residual dollar amount” shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0010 NOTE (OPTION)

1.0 The Contractor's fully burdened ship repair labor rate will be used for negotiating Firm Fixed Price (FFP) delivery orders, growth work, and new work to be performed under this IDIQ-MAC for each delivery order. The fully burdened ship repair labor rate shall be the ceiling rate of the contract. The contractor agrees that the number of man hours included in its price proposal for delivery order modifications shall include only direct production man hours. For these purposes, direct production man-hours are for skilled labor at the journeyman level expended in direct production including but not limited to the following functions:

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

2.0 The fully burdened ship repair labor rate proposed by the contractor shall include those support functions (whether charged directly or indirectly by the offeror's accounting systems) which are herein defined as support for production functions. Support functions shall be considered to be included in the offeror's fully burdened ship repair labor rate for direct production man hours. Labor hours for the below support functions shall not be separately proposed. Examples of support functions include but are not limited to:

- Testing
- Quality Assurance
- Execution Planning
- Cleaning (except tank cleaning)
- Supervision
- Security
- Surveying
- Administration
- Transportation
- Purchasing Staff
- Lofting
- Other indirect support
- Material handling & Warehousing
- Safety/Environmental

3.0 The fully burdened ship repair labor rate is a fixed hourly rate that includes all wages, overhead, general and administrative expenses, and profit. The fully burdened ship repair labor rate represents the ceiling for the blended

rate to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control.

4.0 Consumable materials are goods used in the ordinary course of work performance such as office supplies, paper, rags, vehicle or equipment fuel costs, cleaning chemicals, disposable tools, welding rods, paint buckets, paint brushes, protective clothing, etc. that are consumed/used in the process of repair and do not become an integral part of the repaired vessel. Consumable material shall be included in the contractor’s ship repair labor rate and not separately priced.

5.0 Physical materials are goods that become an integral part of the repaired vessel in the course of the repair, such as equipment, replacement steel, pipes, paint, and fasteners. The material mark-up rates apply to physical materials but not to consumable materials. The mark-up will be applied to the actual cost of the physical material. Actual cost does not include handling charges, general and administrative cost, overhead, profit, or any other indirect cost.

6.0 For changes to FFP delivery orders involving subcontractors, subcontractor quotes will be treated as Other Direct Costs (ODCs) and will be subject to the delivery order specific material markup rate. Subcontractor quotes must be competitively acquired and submitted with the Change Order Price Analysis (COPA) submitted by the contractor in response to a Request for Contract Change (RCC) issued by the Contracting Officer (see Section C, Paragraph 3.4). At no time will the proposed total to be performed by the prime contractor combined with subcontractor quote, material quote, and applicable markup be allowed to cost more than it would had the prime contractor directly provided all material and labor. This does not apply to the procurement of work performed by Original Equipment Manufacturers (OEMs) and Government directed subcontractors.

7. Fully Burdened Ship Repair Labor and Material Rate Schedule, (transcribed from J-1, Labor and Material Burden Price Rates Sheet):

Base Period	
Fully Burdened Ship Repair Labor Rate	██████
Material Burden Rate	██████

Option Period 1	
Fully Burdened Ship Repair Labor Rate	██████
Material Burden Rate	██████

Option Period 2	
Fully Burdened Ship Repair Labor Rate	██████
Material Burden Rate	██████

Option Period 3	
Fully Burdened Ship Repair Labor Rate	██████
Material Burden Rate	██████

Option Period 4	
Fully Burdened Ship Repair Labor Rate	██████

Material Burden Rate	██████████
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8.0 The Contracting Officer may negotiate the fixed ship repair labor rate and material burden rate (not to exceed the contract ceiling rate) with the offeror(s) in accordance with FAR 15.4 at the delivery order level.

Note C: GOVERNMENT RIGHT TO NOT EXERCISE FUTURE OPTIONS

Whether to exercise an option is solely within the Government's discretion. However, part of the Government's decision to exercise an option may be based on how well, in the Government's determination, the Contractor has been performing the Delivery Orders awarded under the contract, as documented in past performance information including the Contractor's Contract Performance Assessment Rating (CPAR) scores.

CLAUSES INCORPORATED BY FULL TEXT

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

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "TECHNICAL DATA--WITHHOLDING OF PAYMENT" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "LIMITATION ON WITHHOLDING OF PAYMENTS (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0017 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

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

The entire contract is fixed price.

<u>Item</u>	<u>Type</u>
1001	FIXED PRICE
1002	DATA (NSP)
2001	FIXED PRICE
2002	DATA (NSP)
3001	FIXED PRICE
3002	DATA (NSP)
4001	FIXED PRICE
4002	DATA (NSP)
5001	FIXED PRICE
5002	DATA (NSP)

**CLINs 1002, 2002, 3002, 4002 and 5002 are Data Items and are Not Separately Priced (NSP)

CONTRACT MINIMUM/MAXIMUM

The minimum and maximum to be established per FAR Clause 52.216-22 are as follows:

Minimum Guarantee (\$)	Maximum Quantity (\$ Base and all option years)
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\$50,000.00	Total Contract Value for Base and One Option Year
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The Government intends to award multiple contracts for the same or similar services to two or more sources under this solicitation. As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" clause of this contract, the contract minimum quantity is \$50,000.00 minimum guarantee. If a multiple award is made the contract minimum guarantee of \$50,000.00 shall be shared between all awardees.

The minimum Guarantee is for the entire life of the contract, base year plus one (4) one year option periods. The accounting and appropriation data for the minimum guarantee of \$50,000.00 will be provided at the time of contract award. As this is a multiple awards contract, the minimum guarantee will be equally divided among the contracts, such that each contractor's minimum guarantee is: **\$5,000.00**

THE ULTIMATE CEILING FOR THIS CONTRACT IS: \$644,050,296.

The Ultimate Ceiling represents the potential cumulative total of orders among all IDIQ-MAC holders for the Non-Complex MACMO.

All other funds to be obligated under this contract will be obligated at the delivery order level.

Section C - Descriptions and Specifications

DESCRIPTIONS & SPECIFICATIONS

Section C - Descriptions and Specifications

STATEMENT OF WORK

1.0 PURPOSE

The U.S. Navy must maintain and modernize its ships to meet current and future operational requirements. To that end, the Government intends to utilize this supply contract for the repair, maintenance and modernization requirements of non-nuclear US Navy surface ships homeported and visiting the Norfolk, VA homeport. Accordingly, the work will be accomplished onboard U.S. Navy vessels located primarily within a 50-mile radius of Norfolk, VA, where the Mid-Atlantic Regional Maintenance Center (MARMC) will administer the contract.

Unless specified otherwise in a delivery order (DO) request for proposal (RFP), the work under this contract is expected to be performed at Naval Station Norfolk and/or other military and naval facilities within a 50-mile radius of Norfolk, VA.

1.1 DESCRIPTION

This Indefinite Delivery Indefinite Quantity Multiple Award Contract (IDIQ- MAC) vehicle for Surface Combatant (CG and DDG) and Amphibious (LPD, LSD, LHA, and LHD) class ships shall encompass emergent, scheduled, continuous maintenance, modernization, and repair requirements in Continuous Maintenance (CM) and Emergent Maintenance (EM) ship availabilities. The emergent, scheduled, continuous maintenance, modernization, and repair requirements included under this contract are not expected to include complex work, such as work on shipboard critical systems, which are described in greater detail in paragraph 1.5 of this statement of work (SOW). However, complex requirements including work on shipboard critical systems may also be procured when doing so is in the best interest of the Government.

1.2 GENERAL SCOPE OF SHIP REPAIR AND OVERHAUL

The Contractor, under the direction of the Mid-Atlantic Regional Maintenance Center (MARMC) but as an independent Contractor and not as an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities necessary for the accomplishment of the work identified in each DO.

Typical ship repair efforts include management, planning, engineering, quality control, shipboard/off ship production (including welding; marine pipefitting; ship fitting; blasting; painting; sheet metal forming; shaping; cutting and stamping; electrical/electronic repairs and modernization; electrical/electronic alteration; pump/motor and ship's mechanical systems repair; tank cleaning; rigging; and temporary scaffolding removal/installation) and component/system testing and trials.

Although facility requirements may vary with the work authorized for a specific delivery order, the successful offeror must be a ship repair company with facilities within the MARMC local travel area (an area consisting of a fifty (50) mile radius of (MARMC)) and possess or have committed access to the minimum shop facility requirements with the capability to perform the efforts following:

- a) Shipfitting types of work. Cutting (gas, arc and shear), rolling, shaping, grinding and fitting steel and aluminum plates and shapes.
- b) Sheet metal work. Forming, shaping, cutting (gas, arc and shear) and stamping steel and aluminum sheets.
- c) Welding. Welding plates and shapes (steel and aluminum), sheet metal (steel and aluminum) and piping joints and fittings.
- d) Pipefitting. Targeting, fitting, bending, pickling, testing, stress relieving and threading all kinds of pipe (including brazing).
- e) Machinist/Mechanical (shop and marine). Removing, machining, repairing, testing, cleaning, hydraulic flushing and reinstalling shafting, propellers, sea chests, foundations, winches, hoists, rotating machinery, davits, deck equipment, pumps, valves and bearings.
- f) Electrical. Installing and checking out wiring, cabling, controllers, switchboards, equipment, motors (including motor rewind and repair), lighting, communications, telephones, solenoids, switches and metering.

- g) Electronics. Removing, repairing, (re)installing and operational testing of electronic equipment.
- h) Rigging. Availability of equipment to remove and to install major ship components and equipment.

The successful IDIQ-MAC holder(s) will be responsible for all work required under a DO; regardless of whether specific work items are performed with in-house resources or are subcontracted. The Prime Contractor(s) are responsible for all contracted and sub-contracted labor, management, supervision, coordination, quality control, quality assurance, quality management, safety management, environmental management, material, equipment, and transportation necessary to perform the requirements of each ship maintenance, modernization and repair DOs. The Prime Contractor(s) shall ensure adequate resources are dedicated to comply with the standards, guidelines and procedures as stated to satisfy the requirements of DOs.

In performing this contract, as tasked in individual DOs, the Prime Contractor(s) shall:

- Provide all required facilities and supporting services and equipment (except those furnished by the Government under express provisions of this contract or DO) in the Norfolk, VA homeport.
- Provide an established management organization geared toward ship repair at all levels of size, value and complexity, with clear lines of authority, delegation of responsibility and mid-level managerial positions, capable of managing production, quality assurance, material procurement/control and subcontractor control and developing and integrating planning, estimating and scheduling functions.
- The contractor shall assign one lead project manager for each task order and this person shall coordinate all aspects of the task order with the designated Government representative and vice versa. The contractor lead will keep the Government representatives apprised of schedule, technical, material and financial issues pertinent to the task order.
- Complete, control, integrate, schedule, and progress a diverse set of ship repair capabilities.
- Provide engineering and design support to diagnose and evaluate technical problems and issues and to make competent technical recommendations.
- Procure and control material. This includes purchasing, monitoring, receiving, inspecting, segregating, issuing, determining nonconformance, and disposing of material. This also includes providing an inventory system for both Government Furnished Material and Contractor Furnished Material, including ordering, tagging and warehousing of material. All materials selected for installation must meet the specified standard military performance specifications, Federal performance standards, and may require to be listed on a Qualified Products List (QPL) for shipboard installations to ensure meeting the designated/engineered requirements for boundary locations, fire insulating/fire retardant properties, durability requirements, and for the reduction of toxic compounds produced/released should the material be ignited or installed in a confined space.
- Provide a quality control organization that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 and 009-04 standards.
- Perform Non-Destructive Testing.
- Provide Qualified Welding.
- Manage subcontractors, including selecting, scheduling, managing, monitoring and controlling of subcontractors.
- Manage all Safety/Security, including performing safety training, provide required first aid/medical services, performing fire protection/procedures, and providing physical yard security.
- Control Hazardous Material/Waste. Satisfy all legal requirements for removal, storage and disposal of hazardous waste. This includes providing segregated storage of Hazardous Material, obtaining all required State/Federal agency issued hazardous waste generator numbers and disposal documentation.
- NAVSEA SI 009-106; The Work Authorization Form Coordinator (WAFCOR) shall be responsible for the work authorization control process for all Repair Activity (RA) work being performed during the contract performance period. The WAFCOR shall receive, process, compare, and coordinate all Work Authorization Forms (WAFs) and Technical Work Documents (TWDs) submitted by RAs in accordance with the requirements of Volume IV, Chapter 10, of the Joint Fleet Maintenance Manual.

Due to U.S. Navy or other customer commitments and schedules, a significant number of task orders may be issued as emergent requirements. The contractor may be required to respond to more than one requirement (simultaneous task orders for more than one vessel).

1.3 DELIVERY ORDER REQUIREMENTS

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

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

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

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

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

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

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

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

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

1.4 UNSCHEDULED MAINTENANCE:

An essential portion of the IDIQ-MAC scope is the work outside of CNO scheduled availabilities such as scheduled and unscheduled Emergent Maintenance (EM) and Continuous Maintenance (CM) Availabilities. These availabilities may require the completion of urgent work that has the potential to become ship disabling on non-critical systems. In addition to DO performance evaluations related to quality and timeliness, IDIQ-MAC holders will be evaluated based on their ability to meet the following minimum requirements throughout the IDIQ-MAC's potential five-year period of performance. If IDIQ-MAC holders are unable to meet any of these requirements, they must notify the contracting officer within four (4) hours of the initial urgent ship repair notification. The Government will assess the validity of an IDIQ-MAC holder's inability to meet these requirements as well as the frequency of such requests/notifications. If a current IDIQ-MAC holder is unable to consistently respond with the CM/EM requirements and timelines, the IDIQ-MAC holder will be evaluated accordingly.

- 1.4.1 Ship Checks: IDIQ-MAC holders shall conduct ship checks within four (4) hours of notification for work discovered during execution for a CM/EM when the ship is in port.

- 1.4.2 Proposals: Within twelve (12) hours of ship check, MAC holders shall provide the Government a proposal. At a minimum, the proposal shall be of a Class F estimate standard and shall be supplemented with a brief explanation of proposed cost/price.
- 1.4.3 Assessment & Preparation: In the event the ship is not in port, but returning to the port, IDIQ-MAC holders shall have the capabilities to identify potential faults and failure causes prior to the ship’s arrival, conduct timely assessment of required Repairs, identification and implementation of technically correct repair plans, accelerated procurement of necessary parts and material, and execution of timely repairs, including the ability to support around-the-clock repair effort.
- 1.4.4 Commence shipboard work within twenty four (24) hours of discovery and original notification to the contractor.

1.5 CRITICAL SYSTEMS

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

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

2.0 BASIC CONTRACT DELIVERABLES & REQUIREMENTS

Contractors receiving IDIQ-MAC awards shall submit the following to the RMC Code 400 administrative contracting officer (ACO) within 30 days of award; with revisions submitted as directed by the RMC ACO or contract data requirement list (CDRL) requirements. Contractors will not be eligible to be awarded Delivery Orders until reports are provided.

- 2.1.1 QUALITY ASSURANCE MANAGEMENT SYSTEM (in accordance with NAVSEA Standard Item 009-04)
- 2.1.2 SAFETY PLAN (in accordance with NAVSEA Standard Item 009-74)
- 2.1.3 HEAVY WEATHER PLAN (in accordance with NAVSEA Standard Item 009-69)
- 2.1.4 SECURITY PLAN (in accordance with NAVSEA Standard Item 009-72)
- 2.1.5 FIRE PREVENTION PLAN (in accordance with NAVSEA Standard Item 009-07)

2.1.6 24-HOUR POINT OF CONTACT

Within five (5) days of contract award, confirm the person responsible to respond to Government calls within two (2) hours, 365 days of the year for emergencies. If a MAC holder's 24-hour point of contact changes at any time during contract performance, the RMC Code 400 ACO shall be notified, in writing, within 24 hours of the personnel change with a copy to Code 300 Project Manager.

2.1.7 RESERVED

3.0 DELIVERY ORDER MODIFICATIONS

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

3.1 IDENTIFICATION OF CONDITION FOUND

In accordance with the requirements of NAVSEA Standard Item 009-01, the contractor shall identify needed repairs and recommend corrective action during DO performance for work/deficiencies discovered which are not covered by the existing work package. For conditions to impact the critical path(s) /controlling item(s), the contractor shall notify the government via electronic media within 24-hours of discovery. This initial notification need not include all content required for a Condition Found Report (CFR), but must include a description of the condition/deficiency and an estimated timeframe for the offeror's professional recommendation for resolution, which shall not exceed five (5) days as specified below. Recommended repairs and corrective actions shall be submitted to the Government in the form of a CFR (intended to represent the "Work Request" described in DFARS 252.217-7028) per CDRL A002.

3.2 NOTIFICATION TO GOVERNMENT

CFRs shall be submitted through the Navy Maintenance Database Re-platform (NMDR) within three (3) working days of discovery of the condition. At a minimum, the CFR will include the following:

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

3.3 GOVERNMENT REVIEW AND RESPONSE TO CFR

The Maintenance Team shall review the CFR. If the CFR is inadequate or incomplete, it will be rejected with time continuing to accrue (relative to 5-day requirement). As appropriate, the Government and contractor will need to meet, conduct ship checks and/or discuss the recommendation for corrective action further to determine the full scope of work required prior to final approval of the CFR. The contractor's accuracy reflected in the CFRs submitted may be evaluated in CPARS and utilized for past performance ratings on future DOs.

3.4 REQUEST FOR CONTRACT CHANGE

When the requirement is validated and fully scoped, the Government will generate a Request for Contract Change (RCC) and the ACO will request a proposal from the contractor.

The contractor shall provide all Change Order Price Analysis (COPA) proposals to the contracting officer in response to RCCs within three (3) business days. A COPA addressing a change to a FFP delivery order shall include at a minimum:

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

*Documentation must accompany the COPA for the COPA to be considered submitted to the ACO.

If circumstances arise where the contractor is unable to submit a COPA within three (3) business days, the contractor shall notify the Government in writing of the specific circumstances and provide a date in which a COPA proposal will be submitted. Notification of late submission of a COPA proposal does not exempt the contractor from meeting the three (3) business day requirement, but will be considered by the Government when conducting a CPARS evaluation. The contractor’s timeliness in submitting COPAs in response to RCCs may be evaluated in CPARS and utilized for past performance ratings on future DOs.

3.5 MODIFICATION NEGOTIATION

Once the Government receives the contractor’s proposal, it will evaluate and negotiate it in accordance with applicable Agency regulations and policies. If necessary, the Government may issue unilateral modifications to accomplish required work using the pre-priced labor and material rates, outlined in Section B of this contract or as specified in individual DOs.

4.0 SECURITY REQUIREMENTS

Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site (e.g. Rapid Gate). Access to Naval Installations sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. It is the contractor’s responsibility to check for and obtain changes and updated information at each installation on a continual basis. Further information can be found at: https://www.cnic.navy.mil/regions/cnrma/om/contractor_verification_system.html and at

5.0 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

Except as specified in the paragraph below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

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

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer 's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price and/or schedule to cover any increase in charges incurred as a result thereof.

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

6.0 GOVERNMENT INFORMATION TECHNOLOGY SITES

The successful offeror will be required to have access to and use Navy Maintenance Database Re-platform (NMDR), Naval Ships Engineering Drawing Repository (NSED), Electronic Departures from Specifications (EDFS), and other logistic support required throughout the administration of this contract per the CDRLs and NAVSEA standard items invoked at the time of delivery order issuance.

7.0 COORDINATION PROCESS

The Contractor shall assign one lead individual, with the authority to obligate the contractor, to be responsible for communications with the Government for overall contract administration. This individual must be available 24 hours / day and respond to Government inquiries within two (2) hours.

The Contractor shall assign one lead individual for each DO who shall coordinate all aspects of the job with the designated Government representative and vice versa. The Contractor's designated representative will keep the Government's representative apprised of schedule, technical, material and financial issues pertaining to the order. The designated "lead individual" for the IDIQ-MAC and individual DOs may be the same employee as long as all contract and DO-level requirements are met.

All communication with other Government organizations, Commands and Departments shall be via the Contracting Officer unless otherwise authorized. The Contractor's employees shall not visit vessels or military activity associated with a DO without prior approval from the Contracting Officer or Project Manager. All visits shall be coordinated by the Government Maintenance Team.

8.0 DELAY/DISRUPTION

The Contractor shall coordinate the DO work effort with the Maintenance Team, on a daily basis to prevent changing situations from causing delays and disruptions. Disruption due to minor delays in obtaining access to spaces and operation of equipment are to be expected. A minor delay is defined as eight (8) hours or less in duration. Minor delays and/or disruptions are considered normal rather than unusual occurrences during the performance of requirements ordered under this contract.

If, during DO performance, delays greater than a minor delay indicated above are encountered, the Contractor shall immediately (verbally) notify the Contracting Officer, followed by a written statement within 24 hours after occurrence of delay, stating time of impact, reason for delay, duration of impact, number of people affected, action taken to properly schedule the work, and action taken to minimize impact.

9.0 MULTI DAY TECHNICAL MEETINGS / REVIEW MEETINGS

Contractor and Government representatives shall meet in Norfolk, VA quarterly, or as required by the Government (with two (2) working days advance notice), for the duration of the contract to review the Contractor's performance on either individual or on a collection of DOs and/or to share feedback and/or lessons learned.

In addition to those meetings required by the NAVSEA Standard Items, Contractor personnel shall be available for informational meetings with the Project Manager to discuss the direction, progress, results, and/or issues that occur during the performance of each DO placed under this contract.

The Contractor shall include attendance of meetings as part of their fully burdened ship repair labor rates.

10.0 GOVERNMENT FURNISHED MATERIAL (GFM)

Government Furnished Material (GFM) cited in the DO RFPs will be delivered or made available to be picked up as identified in each DO, unless other location(s) is/are specified in the contract. The successful offeror is to contact the Property Administrator to coordinate obtaining GFM.

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

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

11.0 USE/POSSESSION OF PORTABLE ELECTRONIC DEVICES (PEDs)

The possession and use of portable electronic devices (PEDs) within the confines of any naval vessel, or in the contractor's facility where equipment removed from the vessel is being worked, is strictly controlled.

PEDs (cellular phones, tablets, etc.) with digital imaging capabilities are strictly prohibited. PEDs may not be connected to any Navy-owned or controlled network. PEDs may not be used to store or process any digital information associated with the conduct of the contract without written authorization from the Naval Supervising Activity (NSA).

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

12.0 ORGANIZATION CHART

Within the time limit described in each DO, but no later than the start of the Availability, the prime contractor shall submit a chart detailing each management, technical, engineering, contracting and production position from the highest company level to the lowest supervisory level. Include descriptions of each position describing the duties, responsibilities, authority and names of the individuals filling the positions. The organizational chart must represent the facility that will perform the work.

13.0 NON SMOKING POLICY

The entire vessel, topside and below decks, is to be considered a "No Smoking Area" unless otherwise indicated by shipboard policy. Local installation policies shall also apply.

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HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

Item(s) 1002, 2002, 3002, 4002, 5002 - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A,B,and C, attached hereto.

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

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

HQ C-2-0003 ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipments, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipments and

supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

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

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

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

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

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

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

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

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non U.S. citizen employees, including procedures to update data as non U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non U.S. citizens of hostile and/or communist controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22 M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

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

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

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

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

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

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

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

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

(b) In instances where the Contractor is using commercial facilities to satisfy the berthing requirement, the Contractor hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:

(c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, _____ (insert names of Subcontractor) hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal "Indefinite Delivery Indefinite Quantity Multiple Award Contract (IDIQ- MAC) vehicle for Surface Combatant (CG and DDG) class ships and Amphibious (LPD, LSD, LHA, and LHD) class ships" dated 27 January, 2017 in response to MARMC Solicitation No. N50054-16-R-0002.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.15). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations, which it may have for compliance with the aforesaid regulations.

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

(a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.

(b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.

(c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY" (FAR 52.245-1) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

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

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

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

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

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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.

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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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0029 HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)

In order to ensure that Naval vessels and material are protected during gales, storms, hurricanes and destructive weather, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Shipbuilding, Conversion and Repair, U.S. Navy, a copy of such HWP, and shall make such changes in the plan as the Supervisor considers necessary and reasonable to protect and care for vessels and machinery and equipment to be installed therein.

In the event the Supervisor directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

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

- (a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.
- (b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.
- (c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.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) 697-6396
Facsimile (215) 697-9398.

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

CLAUSES INCORPORATED BY FULL TEXT

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

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24): CLIN's 1001, 2001, 3001, 4001 and 5001.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

- (a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).
- (b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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 2015)

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

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

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0046 REMOVAL AND SHIPOUT OR OTHER DISPOSITION OF GOVERNMENT PROPERTY (NAVSEA) (SEP 1990)

The Contractor shall remove from the vessel and suitably pack for shipment those items of equipment specifically listed in the Inactivation Work Package, directly or by reference, for shipout to designated Government agencies. SUPSHIP will ship such items of equipment on Government Bills of Lading (GBL). Scrap generated by other inactivation work shall remain Government property and, as such shall be shipped to MARMC as directed by SUPSHIP. Those items of equipment for which specific shipout directions are not provided shall be left installed on the vessel. Equipment removed to allow access for authorized removals shall be shipped to MARMC as directed by SUPSHIP.

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0048 REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA):

MCA (Name): _____
 Telephone: _____
 Address: _____

For purposes of requisitions of Government Furnished Material from the Federal Supply System, the Contractor:

has been assigned Defense Activity Address Code (DODAAC) _____ ;

the Naval Sea Systems Command has requested assignment of a DODAAC by the Navy Accounting and Finance Center (NAFC).

*Information to be provided at contract award.

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions.

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

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

- (1) Are in use on current ships of the ____*____ 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 ____*____ 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) ____*_____.

(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) ____*_____.

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

CLAUSES INCORPORATED BY FULL TEXT

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

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0025 ADDITIONAL DEFINITIONS

Wherever the term "Job Order" is used in this solicitation/award, it also means "Contract".

Section D - Packaging and Marking

PACKAGING & MARKING

NAVSEA DELIVERY INFORMATION

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

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

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

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

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

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

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423 to the MARMC Project Manager (Code 300). The specific point of contact will be provided at time of award.

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 PACKAGING OF DATA

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

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

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

THIS ITEM WARRANTED UNDER CONTRACT N50054-
 _____ TO CONFORM TO DESIGN,
 MANUFACTURING, AND PERFORMANCE REQUIREMENTS
 AND BE FREE FROM DEFECTS IN MATERIAL AND
 WORKMANSHIP FOR _____ FROM
 DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE
 NOTIFY _____ AND PCO.

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

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

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

 Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

*Sponsor information to be provided in each Delivery Order, as applicable.

Section E - Inspection and Acceptance

INSPECTION & ACCEPTANCE

Supplies/services will be inspected/accepted at:

<u>CLIN</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
1001	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government
1002	N/A	Government	N/A	Government
2001	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government
2002	N/A	Government	N/A	Government
3001	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government
3002	N/A	Government	N/A	Government
4001	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government
4002	N/A	Government	N/A	Government
5001	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government	TO BE CITED ON INDIVIDUAL DELIVERY ORDERS	Government
5002	N/A	Government	N/A	Government

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 REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title: ANSI/ISO/ASQ
 Number: Q9001
 Date: 2008
 Tailoring: See NAVSEA SI 009-04

(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)

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (NAVSEA VARIATION) (MAY 1993)

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

Acceptance means the act of an authorized representative of the Government by which the Government takes delivery of the supply, which is the repaired, mission-ready vessel that is the subject of the availability.

Defect means any condition or characteristic in any warranted supplies or related incidental services furnished by the Contractor that are not in compliance with the requirements of the contract, as determined by the cognizant Regional Maintenance Center's (RMC) Code 300 Program Manager in conjunction with RMC Code 100.

Essential performance requirements means the operating capabilities and maintenance and reliability characteristics specified in the specification and/or statement of work; "essential performance requirements" does not include performance characteristics that are described as goals or objectives;

Warranted supplies mean the critical systems and work items specified in paragraph (b)(3) below, on which the Contractor or its Subcontractors worked, and the related incidental services performed by the Contractor or its Subcontractors under this contract. This term does not include "data."

- (b) *Contractor's obligations.*

1. The Contractor warrants that, for 90 days after the Government's acceptance of the vessel, all of the warranted supplies identified in paragraph (b)(3) below will be free from defects in material and workmanship, will conform with all design and manufacturing specifications and requirements of this contract, and will conform to the essential performance requirements of the contract; provided, however, that with respect to Government-furnished property relating to such warranted supplies, the Contractor's warranty shall extend only to its proper installation, unless the contractor performs some modification or other work on the property, in which case, the Contractor's warranty shall extend to the modification or other work.

2. Any warranted supply or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as the warranted supply initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced warranted supply.

3. This special warranty applies only to the following specified critical systems and work items on which the Contractor or its Subcontractors have worked under this contract and which are identified and discussed during the pre-availability conference and effected by a bilateral modification to this contract:

[List the relevant critical systems and work items covered by the special warranty.]¹

4. If the Contractor or any subcontractor has a warranty for work performed or materials furnished relating to a warranted supply that exceeds the 90 day period, the Contractor warrants that the Government shall be entitled to rely upon the longer warranty until its expiration. The Contractor shall promptly notify the Contracting Officer, in writing, of such longer period and applicable warranted supply.

5. With respect to any warranted supply, and any individual work item related thereto, identified by either party as incomplete at the time of redelivery of the vessel, the special warranty period shall run from the date the item is completed.

6. The Contractor shall not be obligated to correct or replace warranted supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

7. The Contractor shall also prepare and furnish to the Government data and/or reports applicable to any correction required on a warranted supply (including revision and updating of all affected data called for under this contract) at no additional expense to the Government. If the Contractor fails to prepare and furnish such data and/or reports or should the Government elect not to secure such data and/or reports from the Contractor or another source, the Contractor shall pay costs reasonably incurred by the Government in acquiring such data and/or reports, or the Government shall be entitled to an equitable adjustment to the contract.

8. When warranted supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

9. This special warranty does not limit the Government's rights under the Inspection clause in relation to latent defects, fraud, or gross mistakes that amount to fraud; furthermore, this warranty does not include damage caused by the Government.

10. All implied warranties of merchantability and "fitness for a particular purpose" relating to the warranted supplies are excluded from any obligation contained in this contract.

11. In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date the Contractor is notified by the Contracting Officer, in writing, that the condition has been satisfied or waived.

(c) *Remedies available to the Government.*

1. Notwithstanding any other clause, term or condition of this contract, including those pertaining to inspection and acceptance of supplies or services by the Government, in the event the Government determines that the Contractor has breached the special warranty in paragraph (b)(1) of this clause, the Government may do the following:

i. Require the Contractor, at the place of performance specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to correct or replace, at the Contracting Officer's election, defective or nonconforming warranted supplies, at the Contractor's own expense, but only to the limits stated in paragraph (b)(3) of this clause; or

ii. Require the Contractor to furnish, at the place of delivery specified by the Contracting Officer (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, the materials or parts and installation instructions required to successfully accomplish the correction, at the Contractor's own expense, but only to the limits stated in paragraph (b)(3) of this clause.

2. If the Contracting Officer does not require correction or replacement of the defective or nonconforming warranted supplies by the Contractor, but instead has the correction or replacement performed by another source, the Government shall be entitled to an equitable reduction in the total allowable costs reflecting the correction or replacement costs, but only to the limits stated in paragraph (b)(3) of this clause. Failure of the parties to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

3. In fulfilling performance under this special warranty, the Contractor shall bear the costs incurred on corrective or replacement actions up to, but not exceeding, the total amount of the incentive and award fees available on the specific availability on which the corrective or replacement actions were taken under this special warranty. The Government shall pay for all reasonable, allocable, and allowable costs incurred on corrective or replacement actions beyond that amount. The Contractor's obligation to correct or replace the defective warranted supply, or to agree to an equitable reduction in the total allowable costs, shall include responsibility for the costs of furnishing all labor and material to: (i) re-inspect warranted supplies that the Government reasonably expected to be defective; (ii) accomplish the required correction or replacement; and (iii) test, inspect, and mark repaired or replaced warranted supplies.

4. The Contracting Officer will notify the Ship's Commanding Officer to prepare a list of defective or deficient items covered by this Special Warranty. The Contracting Officer will specify the acceptable turnaround times for warranty corrective actions to be taken by the Contractor. When these specified turnaround times are not met by the Contractor, the Contracting Officer will charge the Contractor for product replacement costs or the following liquidated damages for each defective item not corrected by the Contractor within the specified turnaround time:

(For each critical item listed in the foregoing subparagraph (b)(3), required turnaround time and formula for assessment of liquidated damages shall be provided here.)

5. The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b)(1) of this clause within 100 days after the Government's acceptance of the vessel. The Contractor shall submit to the Contracting Officer a written recommendation within 5 days after receipt of this notice of breach as to the corrective action required to remedy the breach. After the notice of breach, but not later than 5 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the total allowable costs will be equitably adjusted. The failure of the Contracting Officer to so provide timely notice of the breach, however, shall not diminish the rights the Government would otherwise have under this clause or any other term or condition of this contract.

6. If warranted supplies are corrected or replaced, the period of notification of a breach of the Contractor's warranty in paragraph (b)(2) of this clause shall be 100 days after the date of delivery of the corrected or replaced warranted supply.

7. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause of the contract.

8. The failure of the Government to assert its right under this clause with respect to any particular breach or breaches of a warranty provided herein shall not waive or otherwise diminish the Government's rights with respect to any subsequent breach of a warranty.

¹ To be specified prior to the award of each delivery order.

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

CLAUSES INCORPORATED BY FULL TEXT

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

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0017 USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)

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

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE
DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
1001	POP 25 SEP-2017 24-SEP-2018	N/A	N/A FOB: Destination	N/A
1002	N/A	N/A	N/A	N/A
2001	POP 25 SEP-2018 24-SEP-2019	N/A	N/A FOB: Destination	N/A
2002	N/A	N/A	N/A	N/A
3001	POP 25 SEP-2019 24-SEP-2020	N/A	N/A FOB: Destination	N/A
3002	N/A	N/A	N/A	N/A
4001	POP 25 SEP-2020 24-SEP-2021	N/A	N/A FOB: Destination	N/A
4002	N/A	N/A	N/A	N/A
5001	POP 25 SEP-2021 24-SEP-2022	N/A	N/A FOB: Destination	N/A
5002	N/A	N/A	N/A	N/A

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 of \$_*__ per calendar day of delay [Contracting Officer insert amount].

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

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

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

(End of clause)

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

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

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

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

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

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

(a) The Contractor shall submit, with its bid/offer, dates for the successful accomplishment of the following major job order milestones.

<u>Milestone Event</u>	<u>Date*</u>
Complete Crew Move Ashore	_____
Docking	_____
Undocking	_____
Start Crew Move Aboard	_____
Start and Completion of all Ancillary Systems (Electrical Power System, Air Systems, Cooling Water Systems and Gyro Systems, etc.).	_____
Start and Completion of Propulsion System Light-Off	_____
Complete Crew Moving Aboard	_____
Start and Completion of Dock Trials	_____
Start and Completion of Fast Cruise	_____

Start and Completion of Sea Trials _____

Availability completion _____

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

(c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of this contract entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8) or "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9), as applicable.

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

Section G - Contract Administration Data

CONTRACT ADMIN DATA

Section G - Contract Administration Data

FAIR OPPORTUNITY PROCESS(ORDERING PROCEDURES):**The following instructions were developed and will be implemented in accordance with FAR 16.505:**

1. The Fair Opportunity process is distinct from the source selection procedures and requirements described in FAR Part 15; regulations and policies related to Part 15 do not inform or control the Fair Opportunity Process.
2. The Government shall provide each IDIQ-MAC awardee a fair opportunity to be considered for all Delivery Orders (DOs) exceeding \$3,000.
3. Orders issued non-competitively will be supported by documentation as required by FAR [16.505\(b\)\(2\)\(i\)](#).
4. For orders under the Simplified Acquisition Threshold (currently \$150,000), the Government need not contact each awardee if the Contracting Officer has access to sufficient information (e.g. pre-priced rate, past performance information) to ensure each awardee is provided a fair opportunity for the order.

Selection Process:

Request for Proposal (RFP) Package: For orders over \$3,000, the Government will typically provide the following to each IDIQ-MAC awardee:

1. An email will usually serve as the RFP/Solicitation and will include the DO selection criteria, proposal due date and any other instructions necessary for proposal submission. If the Contracting Officer provides an oral solicitation, it shall be followed up in writing.
2. Technical documents necessary for proposal preparation and completion of work will be provided with the solicitation or will be made available with instructions for receipt included in the solicitation package/email. Typical technical documents include the scope of work, specifications and drawings and will convey.
3. At a minimum, each RFP package will include the location of work, deliverable schedule, applicable performance standards and selection criteria.

Selection Criteria:

1. Selection will result in issuance of a DO award to the best value proposal; in this context best value only conveys consideration of both price and non-price factors in DO selection.
2. Price shall be considered in the issuance of each DO.
 - a. A price analysis will be conducted in accordance with FAR 15.404-2(b). Prices for work items, fully burden ship repair labor rates, and material burden rates will be analyzed to ensure fair and reasonable pricing.
3. Selection criteria will be tailored to the specific requirement.
4. The Government will keep submission requirements to a minimum and streamline the process as much as possible.
5. The Government is not obligated to obtain written technical proposals prior to issuance of a DO.
6. If a technical proposal is requested, typical evaluation factors include, but are not limited to:
 - a. Technical Capabilities
 - b. Past Performance (within and outside of the IDIQ-MAC)

Selection of Awardee for DO:

1. The Government is not obligated to discuss DO proposals with IDIQ-MAC holders prior to issuance of a DO.
2. The Government *may* discuss DO proposals with any number of IDIQ-MAC holders prior to DO issuance; engaging with all or any number of IDIQ-MAC holders (including only one IDIQ-MAC holder).
3. The Government will evaluate proposals and/or existing information available to the Government (e.g. price and past performance).
4. The Government will select the awardee based on the DO selection criteria provided with the DO RFP.

Delivery order Closeout: It is the Government's intention to perform closeout procedures on an individual DO basis. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. DO closeout will occur as soon as possible after order completion.

General:

1. IDIQ-MAC Awardees shall submit good faith proposals on all requirements under the IDIQ-MAC. If an IDIQ-MAC holder intends to decline submitting a proposal, the contractor shall notify the contracting officer within three (3) days of RFP release.
2. The Government intends to provide a reasonable timeframe for proposal preparation. However, for urgent requirements, contractors may be asked and expected to submit proposals within 1-3 calendar days.

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report Combo (FFP Supply)

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

See Section E

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

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

Routing Data Table* To Be Completed on Individual delivery orders.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	<u>N50054</u>
Admin DoDAAC	<u>N50054</u>
Inspect By DoDAAC	See Section E
Ship To Code	See Section F

Ship From Code _____
 Mark For Code _____
 Service Approver (DoDAAC) _____
 Service Acceptor (DoDAAC) _____
 Accept at Other DoDAAC _____
 LPO DoDAAC _____
 DCAA Auditor DoDAAC _____
 Other DoDAAC(s) _____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

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

__NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil__

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.
(End of clause)

HQ G-2-0002 Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE

MID-ATLANTIC REGIONAL MAINTENANCE
CENTER (MARMC)

REPRESENTATIVE:

ATTN: Ms. Morgan Myrick

9727 AVIONICS LOOP

NORFOLK VA 23511
Telephone No. (757) 400-1190
Email Address: morgan.myrick@navy.mil

ADMINISTERING OFFICE

MID-ATLANTIC REGIONAL MAINTENANCE
CENTER (MARMC)
ATTN: Mr. Kenny Rice

REPRESENTATIVE:

9727 AVIONICS LOOP
NORFOLK VA 23511
Telephone No. (757) 400- 2179
Email Address: winford.rice@navy.mil

*Specific Delivery Order POCs to be specified at time of
Delivery Order issuance.

PURCHASING OFFICE

MID-ATLANTIC REGIONAL MAINTENANCE
CENTER (MARMC)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTSROLLING ADMISSIONS FOR FUTURE ADDITIONAL IDIQ-MAC HOLDERS

The Government reserves the right to determine whether it would be appropriate to announce a new competition for the purpose of adding additional IDIQ-MAC holders.

Periodically, the government will assess the quality of performance of each IDIQ-MAC holder, the number, value and complexity of work assigned to each holder, and the amount of competition achieved. In addition, the government will assess the internal transaction cost for issuing each delivery order and whether revisions are needed to the scope of the Statement of Work (SOW).

Based on these criteria and if it is in the best interest of the Government, the Procuring Contracting Officer (PCO) may announce a new competition to add additional IDIQ-MAC holders to this contract. Should rolling admissions be invoked by the Contracting Officer, current IDIQ-MAC holders may be afforded the opportunity to re-propose the fixed priced ship repair labor and material burden ceiling rates. Current IDIQ-MAC holders may also choose not to re-propose the ceiling rates.

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.217-9107 GROWTH AND NEW WORK (SEP 1990)

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

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

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

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

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

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

(a) GENERAL

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

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

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

(b) IDENTIFICATION OF HAZARDOUS WASTES

* 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 * 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 * 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 * for completion.

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

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

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

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

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

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

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

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

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

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

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

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

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

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

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

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

(a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

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

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

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

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

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

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

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

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

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

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

DESCRIPTION AND IDENTITY OF FACILITIES

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

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

ADDITIONAL ITEMS OF FACILITIES

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

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

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

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

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

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

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

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

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

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

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.

RMC C-3-0001 SPECIAL REQUIREMENTS

C-3-1 AGENCY TASK ORDER OMBUDSMAN

Concerns involving the issuance of task orders among the awardees shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Ms. Dawn Darden
Task and Delivery Order Ombudsman
Mid-Atlantic Regional Maintenance Center
Building 51
Norfolk Naval Shipyard (NNSY)
Portsmouth, VA 23705-0215
Telephone: (757) 396-4740
Facsimile: (757) 396-1762
E-mail: beverly.darden@navy.mil

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.204-13	System for Award Management Maintenance	JUL 2013
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
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
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	APR 2015
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	OCT 2015
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
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.232-1	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
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 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, And Vegetation	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2015
52.245-1	Government Property	APR 2012

52.245-9	Use And Charges	APR 2012
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
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	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.209-7010	Critical Safety Items	AUG 2011
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.217-7003	Changes	DEC 1991
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7006	Title	DEC 1991
252.217-7008	Bonds	DEC 1991
252.217-7009	Default	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7011	Access to Vessel	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.217-7013	Guarantees	DEC 1991
252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.217-7027	Contract Definitization	DEC 2012
252.217-7028	Over And Above Work	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013

252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7006	Acquisition of the AmericanFlag	AUG 2015
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain	DEC 2009
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (Nov 2014)	NOV 2014
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
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7021	Returnable Containers Other Than Cylinders	MAY 1995
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000 (per Base Period), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$10,000,000;

(2) Any order for a combination of items in excess of \$10,000,000 (for each contract); or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 (two) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

NOTE: Maximum contract ceiling (dollar amount) is between all MAC holders for the Surface Combatant's contract (CG47 and DDG51 class ships) and between all MAC holders for the Amphibious contract (LPD, LSD, LHA, and LHD class ships) will be established at time of award.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)
(NAVSEA VARIATION II) (SEP 2009)

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

<u>ITEM</u>	<u>LATEST OPTION EXERCISE DATE</u>
2001	365 Days After Contract Award
2002	365 Days After Contract Award
3001	730 Days After Contract Award
3002	730 Days After Contract Award
4001	1,095 Days After Contract Award
4002	1,095 Days After Contract Award
5001	1,460 Days After Contract Award
5002	1,460 Days After Contract Award

(b) The exercise of any item identified under Section B as an Option Item shall also extend the period of performance for the Contract Data Requirements List, DD 1423, Exhibits A, B, and C.

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
(DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 3 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

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

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

Concatenated unique item identifier means--

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

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

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

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

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

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of

the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

** Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

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

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (JUN 2016)

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

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

(1) Sand.

(2) Gravel.

(3) Bulk liquids (water, chemicals, or petroleum products).

(4) Ready-mix concrete or similar construction materials.

(5) Coal or combustibles such as firewood.

(6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code™ (EPC^{supreg}) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC™ data consists of an EPC™ (or EPC™ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC™ tags. In addition to this standardized data, certain classes of EPC™ tags will allow user-defined data. The EPC™ Tag Data Standards will define the length and position of this data, without defining its content.

EPCglobal^{supreg} means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

Radio frequency identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized- unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class III--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subtitle, or exhibit line item number	Location name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC(TM) Tag Data Standards in effect at the time of contract award. The EPC(TM) Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal(TM) subscriber and possesses a unique EPC(TM) company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC(TM) Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and overnment Entity (CAGE) code and shall encode the tags in accordance with the tag identifier

details located at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 09/25/17 through 09/24/2022, if all options are exercised.

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

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

- As determined through the issuance of individual task orders.

(End of Clause)

252-217-7004 JOB ORDERS AND COMPENSATION (MAY 2006)

(a) The Contracting Officer shall solicit bids or proposals and make award of job orders. The issuance of a job order signed by the Contracting Officer constitutes award. The job order shall incorporate the terms and conditions of the Master Agreement.

(b) Whenever the Contracting Officer determines that a vessel, its cargo or stores, would be endangered by delay, or whenever the Contracting Officer determines that military necessity requires that immediate work on a vessel is

necessary, the Contracting Officer may issue a written order to perform that work and the Contractor hereby agrees to comply with that order and to perform work on such vessel within its capabilities.

(1) As soon as practicable after the issuance of the order, the Contracting Officer and the Contractor shall negotiate a price for the work and the Contracting Officer shall issue a job order covering the work.

(2) The Contractor shall, upon request, furnish the Contracting Officer with a breakdown of costs incurred by the Contractor and an estimate of costs expected to be incurred in the performance of the work. The Contractor shall maintain, and make available for inspection by the Contracting Officer or the Contracting Officer's representative, records supporting the cost of performing the work.

(3) Failure of the parties to agree upon the price of the work shall constitute a dispute within the meaning of the Disputes clause of the Master Agreement. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(c)(1) If the nature of any repairs is such that their extent and probable cost cannot be ascertained readily, the Contracting Officer may issue a job order (on a sealed bid or negotiated basis) to determine the nature and extent of required repairs.

(2) Upon determination by the Contracting Officer of what work is necessary, the Contractor, if requested by the Contracting Officer, shall negotiate prices for performance of that work. The prices agreed upon shall be set forth in a modification of the job order.

(3) Failure of the parties to agree upon the price shall constitute a dispute under the Disputes clause. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(End of clause)

252.217-7007 PAYMENTS (DEC 1991)

(a) "Progress payments", as used in this clause, means payments made before completion of work in progress under a job order.

(b) Upon submission by the Contractor of invoices in the form and number of copies directed by the Contracting Officer, and as approved by the Contracting Officer, the Government will make progress payments as work progresses under the job order.

(1) Generally, the Contractor may submit invoices on a semi-monthly basis, unless expenditures justify a more frequent submission.

(2) The Government need not make progress payments for invoices aggregating less than \$5,000.

(3) The Contracting Officer shall approve progress payments based on the value, computed on the price of the job order, of labor and materials incorporated in the work, materials suitably stored at the site of the work, and preparatory work completed, less the aggregate of any previous payments.

(4) Upon request, the Contractor will furnish the Contracting Officer any reports concerning expenditures on the work to date that the Contracting Officer may require.

(c) The Government will retain until final completion and acceptance of all work covered by the job order, an amount estimated or approved by the Contracting Officer under paragraph (b) of this clause. The amount retained will be in accordance with the rate authorized by Congress for Naval vessel repair contracts at the time of job order award.

(d) The Contracting Officer may direct that progress payments be based on the price of the job order as adjusted as a result of change orders under the Changes clause of the Master Agreement. If the Contracting Officer does not so direct --

(1) Payments of any increases shall be made from time to time after the amount of the increase is determined under the Changes clause of the Master Agreement; and

(2) Reductions resulting from decreases shall be made for the purposes of subsequent progress payments as soon as the amounts are determined under the Changes clause of the Master Agreement.

(e) Upon completion of the work under a job order and final inspection and acceptance, and upon submission of invoices in such form and with such copies as the Contracting Officer may prescribe, the Contractor shall be paid for the price of the job order, as adjusted pursuant to the Changes clause of the Master Agreement, less any performance reserves deemed necessary by the Contracting Officer, and less the amount of any previous payments.

(f) All materials, equipment, or any other property or work in process covered by the progress payments made by the Government, upon the making of those progress payments, shall become the sole property of the Government, and are subject to the provisions of the Title clause of the Master Agreement.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCS, EXHIBITS, ATTACH

The following document(s), exhibit(s), and other attachment(s) also form a part of this solicitation and will form a part of the contract resulting from this solicitation:

<u>No.</u>	<u>Document</u>
Attachment J-1	Labor and Material Burden Rates Price Sheet